

AGENDA FOR THE PLAN COMMISSION

Members noticed must notify the person who prepared agenda (see below) at least 24 hours before the meeting as to whether they will not be able to attend this meeting.

Date and Time: Tuesday, May 17, 2022, – **5:15 PM**
Location: Council Chambers, Municipal Building, 101 South Blvd., Baraboo, Wisconsin
Member Notices: R. Nelson, P. Wedekind, R. Franzen, J. O'Neill, T. Kolb, B. Hartup, and M. Boeggner.
Others Noticed: T. Pinion, C. Bradley, M Krautkramer, Cliff Bobholz, Jessica Horn, Linda Statz, Tom Greve, Scott Hewitt, Jake Buswell, Library, and Media.

PETITIONERS OR REPRESENTATIVES MUST BE PRESENT OR SUBJECT WILL NOT BE HEARD BY THE COMMISSION!

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll Call
- c. Approve agenda.
- d. Approve April 19, 2022 meeting minutes.

2. Public Invited to Speak (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.)

3. New Business

- a. Review Zoning Code regulations for Short-Term Rentals.
- b. Review and approve an Agreement between the City of Baraboo and the town of Greenfield to allow the development of property in the NW1/4 of the NW1/4 of Section 30, T12N, R7E, located on the east side of Taft Ave (CTH T)) and north of Man Mound Road, that was originally designated as "conservancy" in the 2008 Cooperative Plan and Boundary Agreement.
- c. Review and approve a 2-Lot Certified Survey Map for Ted and Lisa Rogers in an R-1A Single-Family Residential zoning district at 720 and 726 Island Court, being part of the NW1/4 of the SW1/4 of Section 35, T12N, R6E in the City of Baraboo, Sauk County, Wisconsin.
- d. Review and approve a 4-Lot Certified Survey Map for the City of Baraboo in an R-4 Four thru Twelve-Unit Multi-Family Residential zoning district on the west side of Lake Street between Well No. 7 and Lot 1 of Springbrook Hills subdivision, being a part of Lot of CSM 1698 located in the SE1/4 of the NW1/4 of Section 12, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin.
- e. Review a Conceptual Development Plan in accordance with Step 2 of the Planned Development process for Devil's Lake Townhomes, LLC for a three-building, 29-unit townhouse development project on the City-owned land on the west side of Lake Street between Well No. 7 and Lot 1 of Springbrook Hills subdivision from R-4, Four thru Twelve Unit Multi-Family Residential, to a Planned Unit Development for Devil's Lake Townhomes, LLC.

4. Adjournment

Mike Palm, Chairman by Mayoral Designee
 Agenda prepared by Kris Denzer, 355-2730, Ext. 7309
 Agenda Posted by Donna Griggel on May 13, 2022

PLEASE TAKE NOTICE, that any person who has a qualifying as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 south Blvd., or phone 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, NOT A NOTICE TO PUBLISH.

Minutes of Plan Commission Meeting April 19, 2022

Call to Order – Mike Palm called the meeting of the Commission to order at 7:00 PM.

Roll Call – Present were Mike Palm, Phil Wedekind, Roy Franzen, Jim O’Neill, Tom Kolb, Dee Marshall, and Matthew Boeggner.

Also in attendance were Tom Pinion, John & Raquel Schwanbeck, Bob & Janet Konen, Robert Simon, Stacy Jax, Kerry Zimmerman, Barry Hartup, and Brian Heller.

Call to Order

- a. Note compliance with the Open Meeting Law. Mayor Designee Palm noted compliance with the Open Meeting Law.
- b. Agenda Approval: There was a motion and a second to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: Kolb stated that New Business, Item c should be Motion carried 6-1, not 6-0. It was moved by Kolb, seconded by Marshall to approve the minutes of the March 15, 2022 meeting with the correction. Motion carried unanimously.

Public Invited to Speak (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) – There were no speakers.

Public Hearings

- a. The request of Kardannic Properties, LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 39 of Parkside Subdivision to two side-by-side single-family attached residential dwellings at 1130/1132 Spruce Drive, City of Baraboo, Sauk County, Wisconsin. – Brian Heller, 307 Mulberry Street addressed the Commission, speaking for both Public Hearing for Kardannic because the same issues apply to both cases. He advised the Commission that a healthy community has multiple segments of the housing market, rental properties, single family (owner occupied), and also rental properties in the single-family detached or duplexes. He said that he moved to Baraboo in 2010 and since that, time has seen a lot rental properties disappear from the market, endangering a segment of the housing market. Brian would like the Commission to look at the entire market.
- b. The request of Kardannic Properties, LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 2 of Harding’s Addition to two side-by-side single-family attached residential dwellings at 307/309 Mulberry Street, City of Baraboo, Sauk County, Wisconsin – Heller spoke to this public hearing when speaking to the above; therefore, this hearing was declared closed.
- c. The request of Robert Simon for a Conditional Use Permit for a Professional Home Office for insurance sales at Lot 2 Block 6 Victory Heights, 515 Badger Drive, City of Baraboo, Sauk County, Wisconsin. – There being no speakers, the hearing was declared closed.

New Business

- a. Consider John Schwanbeck’s request for a Conditional Use Permit to allow the sale of limited firearms as a Home Occupation at 1514 Ash Street, City of Baraboo, Sauk County, Wisconsin. – Pinion presented the background to the Commission. Pinion said that this request does fall within the definition of a home occupation. Kolb asked Schwanbeck if he has applied to the ATF for a license, Schwanbeck stated that he has not done it yet; however, it is a requirement, but he was told by ATF that the first step would be to get the property properly zoned. Kolb asked if he deals in ghost guns and Schwanbeck answered no. It was stated that Schwanbeck does have a home security system. Schwanbeck said that as far as selling anything, he does not ever plan to have any inventory of firearms. Kolb moved to approve the conditional use permit providing the highlighted sections of Home Occupation in the City Code (listed below) are followed:

(56) HOME OCCUPATION. (2235 08/22/2006)

- (a) A “Home Occupation” is defined as the production of goods and/or services, customarily conducted for gain or support, within a residence by a member of the family residing in the residence, and that has three or more of the following characteristics:

- 1. The direct sales of merchandise or service to customers at the residence, or meeting directly with customers at the residence.
- 2. Non-immediate family employees come to the residence.
- 3. The delivery of materials used in the home occupation to the residence.
- 4. Equipment used in the home occupation is stored outside the residence.

5. Evidence of use as a home occupation visible or audible from off the property.

Regardless of circumstances, a home occupation shall not include a daycare not required to be licensed by the State, home sales parties not exceeding twice per calendar month, an activity engaged in by persons under the age of 18 years, or private lessons offered in a home, such as music or reading.

(b) If a home occupation is permitted as a conditional use for a residence, it shall comply with the following general conditions:

1. Retail sales are not permitted within a home occupation building.
2. Shopping by customers is not permitted within a home occupation building.
3. Displayed items produced by the home occupation may be displayed but not sold.
4. A home occupation shall produce no offensive noise, vibration, dust, odors, smoke, heat, pollution, glare, or radio, electrical, or television interference or otherwise produce a nuisance.
5. No materials which decompose by detonation shall be allowed in conjunction with a home occupation.
6. No home occupation shall be permitted which changes the outside appearance of the dwelling or is visible from the street.
7. Materials used in or produced by a home occupation may not be stored or displayed outside of any building.
8. Nonresident employees of a home occupation may be permitted by the Plan Commission if the Plan Commission makes the following findings:
 - i. That a non-resident employee shall perform any work or services at the site of the home occupation,
 - ii. That a non-resident employee shall not work out of a branch office located in his/ her home within the City unless the said branch office is also granted a conditional use permit, and
 - iii. That a non-resident employee shall not report for work at the site of the home occupation and leave his/her vehicle parked in the vicinity of the home occupation during the work day.
9. The volume of vehicular or pedestrian traffic or parking shall not result in congestion or be in excess of what is compatible with a residential neighborhood. There shall be no deliveries to or from a home occupation with a vehicle larger than a 30-foot long single-unit truck nor more than one delivery per day. Trucks shall not operate out of resident districts as part of a home occupation.
10. No more than one (1) home occupation shall be permitted per each lot.
11. A home occupation shall be carried on wholly within buildings on the lot by resident occupants and the total area devoted to the home occupation shall not exceed 20 percent of the gross floor area of the dwelling unit.
12. No home occupation shall be permitted that generates sewerage or water use in excess of what is normal for a residential dwelling.
13. No home occupation shall be permitted which requires plumbing, electrical, or structural changes when such changes are not dictated by the primary residential use of the property.
14. Home occupation uses shall meet all applicable fire and building code safety requirements.
15. No home occupation involving visits to the site of the home occupation by customers or the loading and unloading of business-oriented material shall be operated between the hours of 8:00 p.m. and 8:00 a.m.
16. The following uses are prohibited as home occupations:
 - i. Veterinary clinics, pet grooming or boarding.
 - ii. Antique shop.
 - iii. Automobile or other motor vehicle repair or paint shops.
 - iv. Barber shops and beauty parlors.
 - v. Furniture stripping and/or refinishing.
 - vi. Gift shops.
 - vii. Manufacturing or assembling items for sale from components not made on the same premises.
 - viii. Mortuaries.
 - ix. Photographic studios.
 - X. Private clubs.

no ghost guns are allowed, and a license is obtained through ATF. Franzen seconded the motion. On roll call for the motion, Ayes – Wedekind, Franzen, O'Neill, Kolb, Marshall, Boeggner, and Palm. Nay – 0. Motion carried 7-0.

- b. Consider the request of Kardannic Properties, LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 39 of Parkside Subdivision to two side-by-side single-family attached residential dwellings at 1130/1132 Spruce Drive, City of Baraboo, Sauk County, Wisconsin. – Pinion presented background to the Commission. It was moved by Wedekind, seconded by Kolb to approve the conditional use as presented. On roll call vote for the motion, Ayes – Franzen, O'Neill, Kolb, Marshall, Boeggner, Palm, and Wedekind. Nay – 0, motion carried 7-0.
- c. Review and approve a 2-Lot Certified Survey Map for Kardannic Properties, LLC to create two side-by-side single-family attached residential dwellings in an R-1A Single-Family Residential zoning district at 1130/1132 Spruce Drive, City of Baraboo, Sauk County, Wisconsin, being Lot 39 of Parkside subdivision located in the NW1/4 of the NE1/4 of Section 11, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin. – Moved by Kolb, seconded by Marshall to approve the CSM as presented. On roll call vote for the motion, Ayes – O'Neill, Kolb, Marshall, Boeggner, Palm, Wedekind, and Franzen. Nay – 0, motion carried 7-0.
- d. Consider request of Kardannic Properties, LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling on Lot 2 of Harding's Addition to two side-by-side single-family attached residential dwellings at 307/309 Mulberry Street, City of Baraboo, Sauk County, Wisconsin. – Pinion presented background to Commission. Moved by O'Neill, seconded by Marshall to approve the Conditional Use Permit as presented. Kolb acknowledged Bryan Heller's concerns. On roll call vote for the motion, Ayes – Kolb, Marshall, Boeggner, Palm, Wedekind, Franzen, and O'Neill. Nay – 0, motion carried 7-0.

- e. Review and approve a 2-Lot Certified Survey Map for Kardannic Properties, LLC to create two side-by-side single-family attached residential dwellings in an R-3 Three- and Four-Family Residential zoning district at 307/309 Mulberry Street, City of Baraboo, Sauk County, Wisconsin, being Lot 2 of Harding's Addition, located in the NE1/4 of the SW1/4 of Section 2, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin. – Moved by Kolb, seconded by Wedekind to approve the CSM as presented. On roll call vote for the motion, Ayes – Marshall, Boeggner, Palm, Wedekind, Franzen, O'Neill, and Kolb. Nay – 0, motion carried 7-0.
- f. Consider the request of Robert Simon for a Conditional Use Permit for a Professional Home Office for insurance sales at Lot 2 Block 6 Victory Heights, 515 Badger Drive, City of Baraboo, Sauk County, Wisconsin. – Pinion presented the background for this request to the Commission. He said that this is a request for a Professional Home Office, which differs a little from the previous request of a Home Occupation. He said that this request would entitle Mr. Simon to put up a sign that would not exceed four square feet, but it meets every provision of a Home office definition. It was moved by Franzen, seconded by Marshall to approve the Conditional Use as presented. On roll call vote for the motion, Ayes – Boeggner, Palm, Wedekind, Franzen, O'Neill, Kolb, and Marshall. Nay – 0, motion carried 7-0.
- g. Review and approve a one-lot Certified Survey Map for Ann Downing for land on the south side of CTH W in the City's Extraterritorial Plat Approval Jurisdiction, being part of the NE1/4 of the SE1/4, Section 5, T11N, R7E, Town of Greenfield, Sauk County, Wisconsin. – Pinion presented this CSM to the Commission. He said that it does comply with the City's subdivision and platting ordinance. He said that the CSM has been reviewed and approved by both the Plan Commission and the Town Board of Greenfield. It was moved by Kolb, seconded by Wedekind to approve the CSM as presented. On roll call vote for the motion, Ayes – Palm, Wedekind, Franzen, O'Neill, Kolb, Marshall, and Boeggner. Nay – 0, motion carried 7-0.
- h. Review and approve a one-lot Certified Survey Map for Stacy Jax for land on the west side of Rocky Point Road in the City's Extraterritorial Plat Approval Jurisdiction, being part of the NW1/4 of the NW 1/4 of Section 29, T12N, R7E, in the Town of Greenfield, Sauk County, Wisconsin. – Pinion presented this CSM to the Commission. He said that this was also reviewed and approved by the Town of Greenfield. Wedekind moved, Kolb seconded to approve the CSM as presented. On roll call vote for the motion, - Ayes – Wedekind, Franzen, O'Neill, Kolb, Marshall, Boeggner, and Palm. Nay – 0, motion carried 7-0.
- i. Review a three-lot Certified Survey Map for H. Allan Davis for land on the south side of Gall Road in the City's Extraterritorial Plat Approval Jurisdiction, being part of the NW1/4 of the SW1/4, Section 12, T11N, R7E, Town of Baraboo, Sauk County, Wisconsin. - Pinion said that the CSM is in the Town of Baraboo Sanitary District No. 1. This means that the 2-acres or 35 acres does not apply. He said that each of the lots comply and the Town of Baraboo has reviewed and approve the CSM. Moved by O'Neill, seconded by Kolb, to approve the CSM as presented. On roll call vote for the motion, Ayes – Franzen, O'Neill, Kolb, Marshall, Boeggner, Palm, and Wedekind. Nay – 0, motion carried 7-0.
- j. Consider Amending Section 18.02(9) of the Subdivision and Platting Ordinance to require a minimum 50-foot setback from the right-of-way of STH 33 from CTH T (Taft Avenue) east approximately 3,650 feet to the eastern City Limits. – Pinion said that this is a housekeeping item. He said that anytime there is a land division adjoining a state highway it goes through a Trans 233 review. It was moved by Kolb, seconded by O'Neill to forward to Council with a positive recommendation to amend Section 18.02(9) as presented. On roll call vote for the motion, Ayes – O'Neill, Kolb, Marshall, Boeggner, Palm, Wedekind, and Franzen. Nay – 0, motion carried 7-0.
- k. Request to rezone the City-owned land on the west side of Lake Street between Well No. 7 and Lot 1 of Springbrook Hills subdivision from I-3, Industrial/Business to R-4, Four thru Twelve Unit Multi-Family Residential, for Devil's Lake Townhomes, LLC. – Pinion presented the request to the Commission. He presented the map to the Commission. He the developer is the same finishing the apartment building on Lynn Street, and have express an interest in developing some townhouses. He said the Council did approve a pre-development agreement with them. He said one of the provisions was that they provide a site plan, have the property rezoned before the City executes a developer's agreement and ultimately conveys the property. Pinion said that they are living up to the conditions of the pre-developer's agreement. Pinion said that ultimately

consist of 3 building, the two outer buildings are ten unites apiece, and the center one is nine units. It was moved by Kolb, seconded by Wedekind to forward to Council with a positive recommendation to rezone the property from I-3 to R-4. On roll call vote for the motion, Ayes – Kolb, Marshall, Boeggner, Palm, Wedekind, Franzen, and O'Neill.

Pinion then thanks Palm and Marshall for their service to the Plan Commission.

Adjournment - It was moved by Kolb, seconded by Wedekind to adjourn at 4:32 p.m. The motion carried unanimously.

Mike Palm
Mayor Designee

PLAN COMMISSION ITEM SUMMARY
May 17, 2022

SUBJECT: REVIEW ZONING CODE REGULATIONS FOR SHORT-TERM RENTALS.

SUMMARY OF ITEM A: There is increasing interest in the use of Single-Family homes as Short-Term Rentals. Some of the interested parties have expressed concern about the existing standards for the City of Baraboo, specifically regarding the allowable occupancy.

Following are a few excerpts from our Zoning Code:

(46) **FAMILY.** Any number of persons related by blood, adoption, marriage, or **not more than three (3) unrelated persons**, living together in one (1) dwelling as a single housekeeping entity.

(89L) **SHORT-TERM RENTAL.** Means a **residential dwelling** that is offered for rent for a fee and for fewer than 29 consecutive days, as defined in §66.0615 (1)(dk), Wis. Stat.

(101) **SHORT-TERM RENTAL DWELLING** (2446 08/23/2016) Any **single-family dwelling** that is rented to any person on a day-to-day basis or for a period of time of less than 30 consecutive nights. Any advertising of a short term rental dwelling shall be conclusive proof that a dwelling is being used as a short-term rental dwelling. Any real property that is used for short-term rental shall no longer be considered a single-family dwelling.

17.13A SHORT-TERM RENTALS (2513 03/12/19)

- (1) **PURPOSE.** The purpose of this ordinance is to ensure that the quality of short-term rentals operating within the City is adequate for protecting public health, safety and general welfare, including: establishing minimum standards of space for human occupancy and for adequate level of maintenance; determining the responsibilities of owners, operators and property managers offering these properties for tourists or transient occupants, to protect the character and stability of all areas, especially residential areas, within the City; to provide minimum standards necessary for the health and safety of persons occupying or using buildings, structures or premises; and providing for the administration and enforcement thereof.
- (2) **DEFINITIONS** For the purpose of administering and enforcing this Article, the terms or words used herein shall be interpreted as follows:

Clerk means the City Clerk of the City of Baraboo or designee.

Corporate Entity means a corporation, partnership, limited liability company or sole proprietorship licensed to conduct business in this state.

License means the Short-Term Rental License issued under this Article.

Owner means the owner of a short-term rental.

Owner occupied means the Owner resides in the premise a minimum of 210 days per year.

Person shall include a corporation, firm, partnership, association, organization and any other group acting as a unit as well as individuals, including a personal representative, receiver or other representative appointed according to law. Whenever the word person is used in any Article of this Article prescribing a penalty or fine, as to partnerships or associations, the word shall include the

partners or members hereof, and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such Article.

Property Manager means any person that is not the Owner that is appointed to act as agent and/or provides property management services to one or more short-term rental.

State means the State of Wisconsin Department of Health, or its designee.

(3) **SHORT-TERM RENTAL LICENSE**

- (a) All License applications shall be filed with the Clerk on forms provided. Applications must be filed by the Owner. No license shall be issued unless the completed application form is accompanied by payment of the required fee.
- (b) Each application shall include the following information and documentation for each short-term rental unit:
 - i. Owner's name, address and phone number;
 - ii. Property Manager's name, address and phone number, if applicable (see §17.13A(4), below);
 - iii. A copy of State of Wisconsin License for a Tourist Rooming House License issued under §254.64, Wis. Stat;
 - iv. A copy of a completed State Lodging Establishment Inspection form dated within one (1) year of the date of issuance or renewal;
 - v. Proof of insurance (see §17.13A(5)(c)(x), below);
 - vi. **Floor plan and requested maximum occupancy;**
 - vii. Site plan including available onsite parking;
 - viii. A Room Tax Permit issued pursuant to §3.14, Baraboo Municipal Code;
 - ix. A Seller's Permit issued by the Wisconsin Department of Revenue;
 - x. An employer identification number issued by the Internal Revenue Service.
- (c) Each permit and license shall run during a calendar year. Any application which does not include all of the information and documentation shall not be considered as complete.
- (d) When satisfied that the application is complete, the Clerk shall forward the application to the appropriate City Departments for review. If the Clerk in consultation with City staff determines that the application meet the requirements of this Article, the Clerk shall approve the application. If the Clerk in consultation with City staff determines that the application does not meet the requirements of this Article, the Clerk shall deny the application.
- (e) No License shall be issued or renewed unless there is filed with the Clerk a completed Fire Inspection Report dated not more than one (1) year before the date of issuance or renewal.
- (f) No License shall be issued or renewed if the applicant or property has outstanding fees, taxes or forfeitures owed to the City, unless arrangements for payment have been approved by the Clerk.

(4) **PROPERTY MANAGER**

- (a) A Property Manager is required for any short-term rental that is not owner occupied.
- (b) To qualify as a Property Manager, the Property Manager must meet the following requirements:
 - i. Be a natural person residing in or within twenty-five (25) miles of the City, or a corporate entity with offices located within twenty-five (25) miles of the City.
 - ii. Not have pending any criminal charge or been convicted of a felony or misdemeanor of any offense involving dishonesty, fraud, deceit, robbery, the use of threatened use of force or violence upon the person of another.

- (c) Each Property Manager shall be authorized by the Owner to act as the agent for the Owner for the receipt of service of notice of violation of this Article's provisions and for service of process pursuant to this Article and shall be authorized by the Owner to allow City employees, officers and their designees, to enter the Owner's property for purposes of inspection and enforcement of this Article and/or the City Municipal Code.

(5) **OPERATION OF SHORT-TERM RENTALS.**

- (a) No person may maintain, manage, or operate a short-term rental more than six (6) nights in a 365-consecutive day period without a License.
- (b) Every short-term rental shall be operated by an Owner or Property Manager.
- (c) Each short-term rental shall comply with all of the following:
 - i. No vehicular traffic shall be generated that is greater than normally expected in the residential neighborhood.
 - ii. There shall not be excessive noise, fumes, glare, vibrations generated during the use.
 - iii. Name plates or other signage shall not exceed one square foot. No other signage advertising the short-term rental is permitted on site. Off-site advertising in media channels relating to the availability of the rental may take place only after all City, County and State permits and licenses have been obtained.
 - iv. The number of occupants in any unit shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City housing regulations based upon the number of bedrooms in each unit.
 - v. No recreational vehicles (RVs), camper, tent, or other temporary lodging arrangement shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees.
 - vi. Any outdoor event held at the short-term rental shall last no longer than one day, occurring between the hours of 8:00 a.m. and 10:00 p.m. Any activities shall be in compliance with other noise regulations of the City.
 - vii. Compliance with all applicable state, county, and local codes and regulations is required.
 - viii. Annual general building inspection is required prior to issuance or renewal of the license, to be conducted by the Building Inspector and Fire Inspector at the sole cost of the Owner.
 - ix. Short-term rental licenses are issued for one year period and must be renewed annually as provided for in this Article.
 - x. Each short-term rental shall carry casualty and liability insurance at all times and issued by an insurance company authorized to do business in this state by the Wisconsin Office of the Commissioner of Insurance, with liability limits of not less than \$300,000 per individual and \$1,000,000 aggregate.
 - xi. Each short-term rental shall maintain the following written records for each rental of the dwelling unit; the full name and current address of any person renting the property, the time period for that rental, and the monetary amount or consideration paid for that rental.
 - xii. Each license shall be displayed on the inside of the main entrance door of each short-term rental.

(6) **RENEWAL**

- (a) Each application for a renewal License shall include updated information for the documentation on file with the Clerk and payment of the applicable fee. The Clerk shall verify that the information provided on the renewal application is complete and in accordance with the requirements of this Article. The Clerk shall request reports from the Police Department and Zoning Administrator regarding any complaints received, calls for service or actions taken regarding the short-term rental properties.
- (b) The Clerk shall issue renewal licenses within thirty (30) days of the filing of the application unless the information provided is incomplete or otherwise not in compliance with the requirements of

this Article and/or the reports from the Police Department and the Zoning Administrator indicate that there are complaints or actions involving the property that substantially relate to the use of the property as a short term rental. If the Clerk finds that the license or permit should not be renewed, the Clerk shall deny the renewal.

- (c) No License shall be renewed if the applicant or property has outstanding fees, taxes or forfeitures owed to the City, or is under an order issued by the Building Inspector, Fire Inspector, Zoning Administrator or Police Department to bring the premises into compliance with City ordinances, unless arrangements for payment have been approved by the Finance Director.

(7) **STANDARDS FOR SHORT-TERM RENTALS**

Each short-term rental shall comply with this Article's requirements or any other applicable City ordinance. Each short-term rental shall comply with the following minimum requirements:

- (a) One (1) internal full bathroom for every four (4) occupants;
- (b) Not less than one hundred fifty (150) square feet of floor space for the first occupant thereof and at least an additional one hundred (100) square feet of floor space for every additional occupant thereof; the floor space shall be calculated on the basis of total habitable room area. Floor space is determined using interior measurements of each room. Floor space does not include kitchens, bathrooms, closets, garage, or rooms not meeting Uniform Dwelling Code requirements for occupancy. The maximum occupancy for any premises without a separate enclosed bedroom is two (2) people;
- (c) Not less than one (1) onsite off-street parking spaces for every four (4) occupants based upon maximum occupancy;
- (d) At least two safe, unobstructed means of egress from the short-term rental leading to safe, open space at ground level;
- (e) Shall have functional smoke detectors and carbon monoxide detectors in accordance with the requirements of Chapter SPS 321 of the Wisconsin Administrative Code;
- (f) Shall not have an accessible wood burning fireplace unless the property owner provides a certificate from a properly licensed inspector, dated not more than thirty (30) days prior to submission, certifying that the fireplace and chimney have been inspected and are in compliance with National Fire Prevention Association Fire Code Chapter 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances;
- (g) Shall not have a hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking or any other purpose on any balcony, deck or under any overhanging structure or within ten (10) feet of any structure;
- (h) Shall not have a fire pit or other similar device used for heating or any other purpose on any balcony, deck or under any overhanging structure or within fifteen (15) feet of any structure.

(8) **APPEAL AND LICENSE REVOCATION**

- (a) The denial of a License application or renewal under this Article may be appealed by filing a written appeal request with the Clerk within ten (10) calendar days of the City's notice of denial. The appeal shall be governed by Chapter 6 of the Baraboo Municipal Code.
- (b) A License may be revoked by the Clerk for one or more of the following reasons:
 - i. Failure of the Owner to make timely payment on taxes or debt owed to the City;
 - ii. Failure of the Owner to make timely payment of the room tax;

- iii. Determination by the Chief of Police that the property is a Chronic Nuisance Premises, as defined by §10.05A, Baraboo Municipal Code.
- iv. Failure to maintain all required local, county, and state licensing requirements;
- v. Failure to use the property as a short-term rental within twelve (12) months of obtaining the License;
- vi. Any violation of local, county, or state laws that substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood.

(9) **PENALTIES**

- (a) Any person who violates any provision of this Article shall be subject to a penalty as provided in §25.04, Baraboo Municipal Code.
- (b) Penalties set forth in this Article shall be in addition to all other remedies of injunction, abatement or costs whether existing under this Article or otherwise.

(10) **FEES**

Initial and renewal Short-Term Rental application fee shall be \$200.00. This fee is nonrefundable and due upon application or renewal submission to the Clerk.

(11) **SEVERABILITY**

If any provision of this Article and its ordinances is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this Article or its ordinances. It is hereby declared to be the intention of the City of Baraboo that all provisions of this Article and its ordinances therein are separable.

COMPLIANCE/NONCOMPLIANCE:

N/A

ACTION: Discuss possible revisions to the Short-Term Rental Regulations and recommend any desired changes for formal consideration at the next Plan Commission meeting.

SUBJECT: REVIEW AND APPROVE AN AGREEMENT BETWEEN THE CITY OF BARABOO AND THE TOWN OF GREENFIELD TO ALLOW THE DEVELOPMENT OF PROPERTY IN THE NW1/4 OF THE NW1/4 OF SECTION 30, T12N, R7E, LOCATED ON THE EAST SIDE OF TAFT AVE (CTH T) AND NORTH OF MAN MOUND ROAD, THAT WAS ORIGINALLY DESIGNATED AS “CONSERVANCY” IN THE 2008 COOPERATIVE PLAN AND BOUNDARY AGREEMENT.

SUMMARY OF ITEM B: At our January 18th meeting, we approved a 2-Lot CSM for Tim & Jessica Horn who were in the process of buying a portion of the Linda Statz property. In preparation for the closing, the Title Report revealed a provision in the 2008 Cooperative Plan and Boundary Agreement that restricts development on this property since it was designated as “conservancy”. The original Agreement has a provision that allows development of previously designate “conservancy” areas upon the mutual agreement of the City and the Town. I spoke with Terry Turnquist, the Town of Greenfield Town Chair and although he did not recall that specific provision in the original Agreement, he said the Town would have no objection to allowing development of this area. Included in the packet is an Agreement that I drafted that includes the original Agreement, the CMS that we recently approved, and a map identifying this particular property as Exhibits to that Agreement.

COMPLIANCE/NONCOMPLIANCE:

N/A

ACTION: Forward to the Council for consideration with a recommendation to approve this Agreement).

SUBJECT: REVIEW AND APPROVE A 2-LOT CERTIFIED SURVEY MAP FOR TED AND LISA ROGERS IN AN R-1A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT AT 720 AND 726 ISLAND COURT, BEING PART OF THE NW1/4 OF THE SW1/4 OF SECTION 35, T12N, R6E IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

SUMMARY OF ITEM C: The owners of this property are simply re-sizing the pre-existing two tax parcels, consisting of 0.66 acres, to individual lots - one of which is a 0.37-acre and the other being 0.29-acres as shown on the CSM included in the packet. This lot configuration will allow the construction of a new house on the vacant lot while maintaining the required setbacks.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 18.06 – *Certified Survey Map*, I have found the CSM to be complete and have reviewed it for compliance with the ordinance.

ACTION: Approve / Conditionally Approve / Deny CSM

SUBJECT: REVIEW AND APPROVE A 4-LOT CERTIFIED SURVEY MAP FOR THE CITY OF BARABOO IN AN R-4 FOUR THRU TWELVE-UNIT MULTI-FAMILY RESIDENTIAL ZONING DISTRICT ON THE WEST SIDE OF LAKE STREET BETWEEN WELL NO. 7 AND LOT 1 OF SPRINGBROOK HILLS SUBDIVISION, BEING A PART OF LOT OF CSM 1698 LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 12, T11N, R6E IN THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

SUMMARY OF ITEM D: The City of Baraboo is in the process of selling this vacant property to a developer (Devil's Lake Townhomes, LLC) that plans to build a total of 29 town homes in two 10-unit and one 9-unit buildings on this property. (This is the same developer that is building the Rapid River Apartment complex on the former COOP site at 325 Lynn Street.) A condition of the pending Development Agreement requires the City to rezone property. At last month's meeting, the request to rezone the property from I-3 to R-4 was favorably reviewed by the Plan Commission and subsequently approved by the City Council. In the meantime, the developer has decided they would like each of the three proposed buildings to be on individual lots. Accordingly, a 4-Lot CSM is included in the packet for your review.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 18.06 – *Certified Survey Map*, I have found the CSM to be complete and have reviewed it for compliance with the ordinance.

ACTION: Approve / Conditionally Approve / Deny CSM

SUBJECT: REVIEW A CONCEPTUAL DEVELOPMENT PLAN IN ACCORDANCE WITH STEP 2 OF THE PLANNED DEVELOPMENT PROCESS FOR DEVIL'S LAKE TOWNHOMES, LLC FOR A THREE-BUILDING, 29-UNIT TOWNHOUSE DEVELOPMENT PROJECT ON THE CITY-OWNED LAND ON THE WEST SIDE OF LAKE STREET BETWEEN WELL NO. 7 AND LOT 1 OF SPRINGBROOK HILLS SUBDIVISION FROM R-4, FOUR THRU TWELVE UNIT MULTI-FAMILY RESIDENTIAL, TO A PLANNED UNIT DEVELOPMENT FOR DEVIL'S LAKE TOWNHOMES, LLC.

SUMMARY OF ITEM E: This is only the review of a concept plan. Should this project proceed, it will be a PUD with a full GDP/SIP submittal that will be carefully reviewed by the Commission at a future date. Devil's Lake Townhomes, LLC previously submitted their preliminary site plan and building elevations for their proposed development in conjunction with their request to rezone the property from I-3 to R-4. That rezoning

request was favorably reviewed by the Plan Commission and subsequently approved by the City Council. In the meantime, the developer has decided they would like each of the three proposed buildings to be on individual lots, so it seems the best way to allow the desired side yard and rear yard setbacks is with a PUD Overlay.

A condition of the pending Development Agreement requires the City to rezone property so the City is technically the applicant. I have included a duplicate of the CSM reviewed as Item D that shows the respective building footprints.

COMPLIANCE/NONCOMPLIANCE:

Pursuant to Section 17.36B – Planned Unit Developments, I have found the application to be complete and have reviewed it for compliance with the ordinance.

ACTION: Provide informal feedback relating to the proposed land division. No formal action is necessary and any feedback you care to offer is non-binding.

Agreement between the City of Baraboo and the Town of Greenfield to Allow Development of Property Designated as Conservancy in their Original Cooperative Plan and Boundary Agreement

THIS AGREEMENT is made by and between the City of Baraboo, having with a mailing address of 101 South Blvd, Baraboo, WI 53913 ("**City**") and the Town of Greenfield, having a mailing address of S4610 County Road W, Baraboo, WI 53913 ("**Town**").

RECITALS

WHEREAS, the City and the Town entered into a Cooperative Plan and Boundary Agreement adjusting the boundary between the two municipalities in accordance with §66.0307 of the Wisconsin State Statutes; and

WHEREAS, the Cooperative Plan and Boundary Agreement was filed with the Sauk County Register of Deeds and recorded on December 3, 2008 as Document #974883; and

WHEREAS, said Agreement was approved by the Department of Administration pursuant to §66.0307(5), Stats. Pursuant to the terms of the Agreement, the boundary change was effective November 12, 2008, one day after each municipality's adoption of separate ordinances changing the respective boundary of each municipality; and

WHEREAS, the Office of the Secretary of State received and filed C-68, City of Baraboo, Sauk County Cooperative Boundary Agreement, Ordinance #2293 Filed December 16, 2008, a copy of which is attached as Exhibit A; and

WHEREAS, Article VI of said Cooperative Plan and Boundary Agreement placed a Restriction of Development on areas that were designated as "Conservancy" on Exhibits 1, 2 and 3 of said Agreement; and

WHEREAS, Exhibit 1 included that portion of former Tax Parcel 206-1154-8220, a 1.02 Acre lot, lying north of the westerly extension of the south line of Lot 2 of CSM #7113, and that portion of former Tax Parcel 206-1154-82210, a 21.25-acre parcel, lying north of the south line of Lot 2 of CSM #7113, both of these parcels were owned jointly by Bernard J and Linda L Statz; and

WHEREAS, Linda J Statz is currently the sole owner of both former Tax Parcels 206-1154-82220 and 206-1154-82210; and

WHEREAS, Linda J Statz recently had her property surveyed to adjust the former tax parcel boundaries and create two lots – Lots 1 and 2 of CSM #7113, a copy of which is attached as Exhibit B; and

WHEREAS, Lot 1 of said CSM #7113 is an 8-acre lot with an existing single-family residence on said lot that has been assigned Tax Parcel 206-1154-82221; and

WHEREAS, Lot 2 of said CSM #7113 is a 14.28-acre lot that is vacant and has been designated as Tax Parcel 206-1154-82222; and

WHEREAS, Linda J Statz is selling said Lot 2 to a buyer that wants to develop the lot with a single-family residence; and

WHEREAS, pursuant to Article VI of the Cooperative Plan and Boundary Agreement, the City and Town must agree to the development of any specific parcel originally designated as "Conservancy".

NOW, THEREFORE, the City of Baraboo and the Town of Greenfield agree to the development a single-family residence on that portion Lot 2 of CSM #7113 and attached as Exhibit C is the map included as Exhibit 1 in the original Cooperative Plan and Boundary Agreement showing the area that is the subject of this Agreement.

City of Baraboo

Rob Nelson, Mayor

Date

Brenda Zeman, City Clerk

Date

Town of Greenfield

Terry Turnquist, Town Chair

Date

Mary Friesen, Town Clerk

Date

Exhibit A

The State of Wisconsin

Office of the Secretary of State

C-68

City of Baraboo

Sauk County

Cooperative Boundary Agreement
Ordinance #2293

Filed December 16, 2008

Ordinance No. 2293

DEC 16 2008

C-68

The City of Baraboo, Wisconsin

STATE OF WISCONSIN

Background: This past summer, the City and the Town of Greenfield concluded a cooperative boundary agreement made in accordance with §66.0307, Stats. The Agreement was approved by the Department of Administration pursuant to §66.0307(5), Stats. Pursuant to the terms of the Agreement, the boundary change shall be effective the day following the execution of separate ordinances changing the boundary by each municipality. As it is currently planned, each municipality will adopt an ordinance on November 11, 2008. Thus, the boundary change will occur on November 12, 2008. (City ordinances require two readings.) This ordinance further sets the zoning for the lands to be added as a result of the boundary change.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted **Comments:**

An Ordinance amending Section 1.49(2), Section 8.01(3), and Section 17.18(4)(b) of the Municipal Code of Baraboo thereby acquiring certain lands in the Town of Greenfield to the City of Baraboo pursuant to a Cooperative Plan and Boundary Agreement between the City of Baraboo and the Town of Greenfield pursuant to §66.0307, Stats., and permanently zoning the subject lands, upon annexation, as Agricultural Transition (A-1), Agricultural Holding (A-2) and Planned Industrial/Business (I-4), as shown on the attached map.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DOES ORDAIN AS FOLLOWS:

WHEREAS, the City of Baraboo entered into a Cooperative Plan and Boundary Agreement with the Town of Greenfield;

WHEREAS, the Department of Administration, pursuant to §66.0307(5), Stats., approved the Cooperative Plan and Boundary Agreement on July 31, 2008;

WHEREAS, pursuant to the approved Agreement with the Town, the following territory was to be detached from the Town and added to the City: All lands in the Town of Greenfield lying west of the east eighth-section line of Section 30, Town 12 North, Range 7 East, and the extension of that line to the south until it intersects with the Baraboo River.

WHEREAS, this Common Council has considered the recommendation of the Plan Commission that the territory being brought into the City be permanently zoned as Agricultural Transition (A-1), Agricultural Holding (A-2) and Planned Industrial/Business (I-4), as shown on the attached map;

WHEREAS, based upon the foregoing this Common Council further finds that the lands proposed to be annexed should, upon annexation, be zoned Agricultural Transition (A-1), Agricultural Holding (A-2) and Planned Industrial/Business (I-4), as shown on the attached map, and that the said zoning promotes the public health, safety, and general welfare of this community.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN DO ORDAIN AS FOLLOWS:

1. Based upon the foregoing findings, and in accordance with Section 66.0307 of the Wisconsin Statutes the following described territory in the Town of Greenfield, Sauk County, Wisconsin, is hereby added to the City of Baraboo, Wisconsin:

All lands in the Town of Greenfield lying west of the east eighth-section line of

Section 30, Town 12 North, Range 7 East, and the extension of that line to the south until it intersects with the Baraboo River.

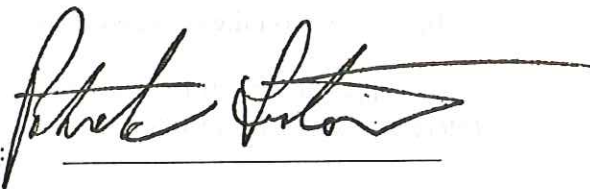
2. From and after the date immediately after the passage of this Ordinance, the territory described in Section 1 above, shall be part of the City of Baraboo, Sauk County, Wisconsin, for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Baraboo, Wisconsin.
3. Upon recommendation of the Plan Commission, the territory annexed to the City of Baraboo, Wisconsin, by this ordinance shall be permanently zoned Agricultural Transition (A-1), Agricultural Holding (A-2) or Planned Industrial/Business (I-4), as shown on the attached map.
5. The territory described in Section 1 of this ordinance lying north of State Highway 33 is hereby made a part of the Second Ward of the City of Baraboo, Sauk County, Wisconsin; the territory described in Section 1 of this ordinance lying south of State Highway 33 is hereby made a part of the Twelfth Ward of the City of Baraboo, Sauk County, Wisconsin, subject to the ordinances, rules, and regulations of the City of Baraboo governing wards, and the City Engineer is directed to change the City's official map and the City's Master Plan and Supplement thereto to reflect the terms of this ordinance.

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

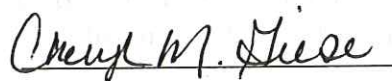
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Mayor's Approval:




Clerk's Certification:



I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the 11th day of November, 2008, and is recorded on page 375 of volume 37.

City Clerk:



Document Number

Annexation-Greenfield Boundary Agreement CN07061

Document Title

Name and Return Address:

City of Baraboo
Attn: City Clerk
135 4th Street
Baraboo, WI 53913

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

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Parcel Identification Number (PIN)

Recording Area

I, Cheryl M. Giese, City Clerk of the City of Baraboo, County of Sauk, State of Wisconsin, DO HEREBY CERTIFY that the territory described in the attached ordinance was detached from the Town of Greenfield, County of Sauk, and was annexed by a boundary agreement and zoned Transitional District (A-1), Agricultural Holding (A-2), and Planned Industrial/Business (I-4) to the said City of Baraboo, pursuant to Section 66.217 of the Wisconsin Statutes, by Ordinance No. 2293 adopted by the Common Council at a regular meeting held on November 11, 2008.

I further certify, that the population of said territory is 41 and that the attached ordinance is a true and complete copy of the annexation and zoning as adopted.

Dated this 15th day of December, 2008.



Cheryl M. Giese

Cheryl M. Giese
City Clerk-Finance Director

RESOLUTION NO. 2007-201

Dated: March 11, 2008

The City of Baraboo, Wisconsin

Background: Beginning as early as June 2005, the City of Baraboo began negotiating with the Town of Greenfield with regard to the possibility of attaining a cooperative boundary agreement. The formal process of attaining such an agreement began June 2006. Since then, City and Town officials and staff have worked towards an agreement adjusting the eastern borders of the City into the Town of Greenfield. At this time, a final agreement has been informally attained, and it is presented to the Council for approval. Approval of this agreement does not finalize the process, but instead passes the matter onto the Department of Administration for the State of Wisconsin, who is charged to review the document, comment, and hold such additional hearings as may be required by law.

Fiscal Note: (check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

WHEREAS the City of Baraboo enacted an authorizing resolution dated June 27, 2006, pursuant to §66.0307(4), Statutes, regarding the preparation of a cooperative plan with the Town of Greenfield, Sauk County, Wisconsin; and

WHEREAS on June 30, 2006, City Clerk Cheryl Giese provided a copy of the authorizing resolution to those parties as set forth in §66.0307(4)(a)(1-4), Stats.; and

WHEREAS a Class III Notice was published for a joint City Council and Town Board meeting to review the proposed cooperative agreement on December 21 and 28, 2006, and January 2, 2007; and

WHEREAS a joint public hearing was held by the Common Council with the Greenfield Town Board on January 23, 2007, in the City of Baraboo's Council Chambers, at which time the Council and Town Board heard public comment; and

WHEREAS a joint public hearing was held by the Common Council with the Greenfield Town Board on February 14, 2007, in Greenfield Town Hall, at which time the Council and Town Board heard public comment; and

WHEREAS as a result of the public hearings, the municipalities have continued to review and refine the terms of a cooperative agreement based upon public comment.

Now Therefore, based upon the conclusion of negotiations with the Town of Greenfield for a cooperative agreement, it is hereby:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Mayor and City Clerk are authorized to enter into a cooperative agreement with the Town of Greenfield based upon the attached form and maps. Further, that upon approval by the Town of Greenfield, and consistent with the procedures as set forth in §66.0307, Stats., the agreement, together with such additional supporting document as may be required by the Department of Administration and as approved by the City Attorney, the cooperative agreement shall be delivered to the Department of Administration for review and approval.

Offered by:

Motion: Wedekind

Second: Marquardt

DOUGLAS LA FOLLETTE
SECRETARY OF CITY

Approved:

DEC 16 2008

Attest:

STATE OF WISCONSIN
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COOPERATIVE PLAN AND BOUNDARY AGREEMENT BETWEEN THE CITY OF BARABOO AND THE TOWN OF GREENFIELD

This Cooperative Plan and Agreement ("Agreement") is made by and among the City of Baraboo (the "City"), with offices located at 135 Fourth Street, Baraboo, Wisconsin 53913-2184 and the Town of Greenfield (the "Town") with a mailing address of S4285 Man Mound Road, Baraboo, Wisconsin 53913-9630.

WHEREAS, the City of Baraboo has adopted a Comprehensive Plan pursuant to §66.1001 of the Wisconsin Statutes. The housing needs of the City are as set forth in its Comprehensive Plan, and include a projected 37% increase in the number of housing units over the next 20 years. Further, the City's Comprehensive Plan has identified areas east of the present City limits as areas of Planned Neighborhood growth in order to meet some of the need for the increase in housing units; and

WHEREAS, the Town has adopted a Comprehensive Plan pursuant to §66.1001 of the Wisconsin Statutes which has as one of its primary goals the conservation of the remaining agricultural lands, forest lands, and environmentally sensitive areas in the Town. The area covered by this agreement contains a portion of these important natural resources; and

WHEREAS, the City and the Town seek to establish certain agreements under the provisions of §66.0307 of the Wisconsin Statutes for the purposes of establishing boundaries and facilitating orderly development, under the terms of the Wisconsin Statutes; and

WHEREAS, the City intends and agrees to maximize population density in all new areas added to its boundaries before adding new lands; and

WHEREAS, the Town acknowledges the need for future growth and desires that such growth occur in an orderly and planned fashion adjacent to existing developments; and

WHEREAS, the City and the Town wish to memorialize their agreements concerning the above-referenced activities and to take further actions to embody such agreements jointly, cooperatively, promptly and in good faith;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficient of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

I. BOUNDARY ADJUSTMENT AREAS.

A. Phase One Changes: Upon the approval of this agreement, all lands lying west of the east eighth-section line of Section 30, Town 12 North, Range 7 East, and the extension of that line to the south until it intersects with the Baraboo River that are not currently a part of the City of Baraboo shall become part of the City of Baraboo. (This

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area is identified on the map attached as Exhibit 1 "Boundary Agreement Acreage Phase 1".)

B. Phase Two Changes: After a minimum of ten years have passed from the date of approval of this agreement and upon attaining "Substantial Development" of the developable land of the area identified in paragraph I(A) all lands west of the east section line of Section 30, Town 12 North, Range 7 East, and the extension of that line to the south until it intersects with the Baraboo River may become part of the City of Baraboo. (This area is identified on the map attached as Exhibit 2 "Boundary Agreement Acreage Phase 2".)

C. Phase Three Changes: After a minimum of seven (7) years have passed from the date of the boundary adjustment described in paragraph I(B) above and upon Substantial Development of the developable land described in the above paragraphs I(A) and (B), all lands west of the west eighth-section line of Section 29, Town 12 North, Range 7 East (Rocky Point Road), and the extension of that line to the south until it intersects with the Baraboo River may become part of the City of Baraboo. (This area is identified on the map attached as Exhibit 3 "Boundary Agreement Acreage Phase 3".)

II. CALCULATION OF SUBSTANTIAL DEVELOPMENT.

For purposes of this agreement, "Substantial Development" means:

A. At least seventy (70%) percent of the land identified as "Suitable For Development" on the attached Exhibits either (1) is a parcel in a subdivision dedicated for park use, stormwater management, or any other public purpose (approved by the City), or (2) meets all of the following criteria:

1. Is serviced by City water and sewer.
2. Is being used in conformance with the current zoning.
3. (i) Has a building upon it being utilized in conformance with the present zoning, or (ii) has a valid building permit issued by the City. Of land for which valid building permits have been issued, a maximum of twenty percent (20%) (of the seventy percent (70%)) will qualify for purposes of calculating Substantial Development.

B. Regardless of the total size of a particular land parcel, the maximum amount that will be considered developed for purposes of calculating Substantial Development shall be one (1) acre for a parcel that is used for residential purposes.

C. Regardless of the total size of a particular land parcel, the maximum amount that will be considered developed for purposes of calculating Substantial Development shall be 10 acres for a parcel that is used for industrial, commercial or business purposes, except that if the improvements to a parcel exceed 10 acres in area

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(building, parking or other paved areas), then the actual size of the improvements shall be used in calculating Substantial Development.

D. The areas identified as "Currently Developed" on the maps attached as Exhibits 1, 2 and 3 shall be considered developed for purposes of calculating "Substantial Development. These areas total 4.47 acres in Phase 1 and 29.71 acres in Phase 2.

E. Developable Land.

1. Developable land is the land identified as "Suitable for Development" on the attached Exhibits. The area "Suitable for Development in Phase 1 totals 555.55 acres. The area "Suitable for Development" for Phases 1 and 2 totals 801.62 acres.

2. Area may be excluded from land identified as "Suitable for Development" if all of the owners state intent to keep the property undeveloped by executing the affidavit attached as Exhibit 4. In that event, the total acreage identified above as "Suitable for Development" shall be decreased by the applicable number of acres. In the event such land does develop, it shall be included back into the land "Suitable for Development".

III. FUTURE BOUNDARY CHANGES.

A. If, as and when either the Town or the City believes that the conditions for a boundary change as set forth in Section I of this Agreement have been met, and the party desires that a boundary change occur, a resolution to that effect shall be enacted by the City or the Town and presented to the other. The other party shall then act upon the resolution within ninety (90) days by passing its own resolution either acknowledging that the conditions for boundary change have occurred, or in the alternative, passing a resolution disagreeing that the preconditions for a boundary change have taken place.

B. In the event that both parties pass resolutions acknowledging that the conditions for boundary change have occurred, the parties shall then take such steps as are required by the Wisconsin Statutes to move the boundary between the City and the Town as set forth herein.

C. Arbitration: In the event that one party passes a resolution disagreeing that the preconditions for a boundary change have taken place, the dispute between the parties shall be referred for arbitration of the dispute.

1. Upon a boundary change dispute having been referred for arbitration, the parties shall agree upon the identity of an arbitrator within thirty days of the date of the resolution challenging the boundary change conditions. If the parties are unable to agree as to an arbitrator, the parties shall request a list of three arbitrators practicing in Wisconsin from the American Arbitration Association (AAA). The City shall strike one arbitrator within one week of receipt of the list. Within one week of the

City striking an arbitrator from the list, the Town shall strike one name. The remaining arbitrator shall thereafter conduct the arbitration for the dispute, in accordance with AAA rules.

2. Unless extended by the arbitrator for good cause shown, arbitration hearings shall begin no later than sixty days after the selection of the arbitrator. Two days shall be allotted to the arbitration hearing, and the arbitrator shall determine how much of the hearing time shall be allocated to the direct and cross-examination of witnesses. The arbitrator shall allocate time equally amongst the parties.

3. The role of the arbitrator will be strictly limited to deciding the dispute. The arbitrator shall not serve as a mediator by trying to settle the dispute through settlement negotiations.

4. The arbitrator shall not be bound by common law or statutory rules of evidence, rather all testimony and evidence having reasonable probative value shall be admitted, but the arbitrator shall exclude immaterial, irrelevant, or unduly repetitious testimony or evidence.

5. The decision of the arbitrator shall be final and binding upon the parties as to the dispute. Nothing shall prohibit the parties from passing new resolutions regarding the conditions for a boundary change after an adverse arbitration decision upon a change in circumstances.

6. In the event that a dispute regarding the condition for a boundary change is brought before an arbitrator, the losing party shall be responsible for all costs and fees of the arbitrator.

IV. TAX REIMBURSEMENT.

A. The Town agrees to provide the City with assessed value and other related property information from the Town Assessor in accordance with section §66.0235(2)(a) of Wisconsin Statute for the area to be added in each boundary change.

B. Tax Reimbursement: §66.0217(14)(a)(1) provides for reimbursement of taxes lost through annexation to the municipality that lost territory. The City agrees to reimburse the Town for five (5) years of property taxes based on the value of land in the year of the boundary change, commencing January 1, 2009.

V. ANNEXATIONS AND PURCHASES PROHIBITED.

The City agrees that in exchange for the boundary changes as set forth in this agreement the City will not initiate, support or approve any annexation within the Town unless such annexation is specifically approved by a resolution of the Town. The City also agrees that in exchange for the boundary changes as set forth in this agreement, that the City will not purchase land within the Town, unless such purchase is specifically approved by resolution of the Town.

DOUGLAS LA FOLLETTE
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VI. RESTRICTION OF DEVELOPMENT.

For such period as this Agreement remains in effect, the City and Town agree to limit future growth and development of the areas covered by this agreement to the land uses specified in their respective Comprehensive Plans as of the adoption of this agreement, except as jointly amended in the future. Maps delineating the types of development permitted by the Comprehensive Plan are incorporated as part of this agreement.

Areas designated on the maps attached as Exhibits 1, 2 and 3 as "Conservancy" and "Floodplain" shall remain undeveloped, unless the City and Town agree to the development of a specific parcel based upon an examination of the parcel, its topography and location, proposed use, and such other factors as may reasonably promote or inhibit development of the parcel.

VII. PROHIBITED DEVELOPMENT AREAS.

No rezoning or development shall be allowed by the City of any lands for which an owner has filed a declaration of intent to keep land undeveloped as provided by section II.(E)2 herein within ten years of the date of the filing of such declaration.

VIII. EXTRATERRITORIAL ZONING.

A. The City and the Town agree to the formation of a joint committee on extraterritorial zoning for the areas included in Phase 2 and 3 (the area identified on the maps attached as Exhibits 2 and 3 "Boundary Agreement Acreage Phase 2" and "Boundary Agreement Acreage Phase 3" identified on the maps attached. The parties agree to follow the procedures as set forth in §62.23(7a), Stats., for the creation and governance of the joint committee.

B. Until such time as a joint committee on extraterritorial zoning has been established, the Town shall not approve zoning changes or land divisions west of Line Three unless the following requirements have been met:

1. The City specifically approves of land division plats.
2. Land divisions provide for easements for public utilities, public roads, driveway access locations and design, and stormwater management in accordance with the standards determined by the Baraboo Ordinances.
3. New streets shall contain a minimum 66-foot right of way and design and construction are as required by the Baraboo Ordinances. Such streets shall also be placed in accordance with the City's official transportation map.

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4. The property is designed to incorporate service by public water and public sanitary sewer systems and the eventual connection to the City's water and sewer systems.

C. The joint committee may also act as an advisory body to the City and Town on land use and zoning in the area covered by this agreement.

D. The joint committee will expire when all land subject to this agreement is a part of the City.

IX. UTILITIES SERVICE.

The parties agree that water and sewer utility services shall only be provided to areas becoming a part of the City based upon the then existing needs of the landowners balanced against the cost of providing such services, a consideration of any fiscal restraints then imposed upon the City, the general practice and procedures of the City for the expansion of water and sewer services, and the requirements of the City for relating to the construction of such utilities based upon the Baraboo Code of Ordinances.

X. COOPERATIVE PLAN.

A. This cooperative plan is consistent with the Town's Comprehensive Plan. The Town's Comprehensive Plan is attached as Exhibit 5. Goal 19 of the Town's Plan encourages a proactive intergovernmental relationship with the City and identified the objective of using cooperative planning and formal arrangements to address potential housing development opportunities and conflicts. The Town anticipated accomplishing this goal by developing a written cooperative agreement with the City to maximize location of new housing in or adjacent to the City. These goals and objectives are accomplished by this plan because the plan (1) protects environmentally sensitive areas while (2) requiring substantial development of the areas that may be developed before additional territory is transferred to the City. By identifying these areas for development, the Town is able to minimize development of its other agricultural land and natural areas. This agreement protects the areas identified as "Environmental Conservancy District" in the Town's Plan on Map 1-1.

In addition, the plan directs development so that it is adjacent to existing development in the City. This serves Goal 7 of the Town's Plan which is to preserve the Town's remaining agricultural land and agricultural businesses and encourage new production agriculture or habitat restoration and conservation. The objectives to carry out this goal include directing non-farm development to areas that will not create incompatible uses with surrounding farms, and will not leave remnants that are difficult to farm. The plan meets these objectives by encouraging and/or restricting development to the identified areas.

Furthermore, the plan meets Goal 9 of the Town's Plan which is to conserve and protect environmentally sensitive areas and irreplaceable resources. Such areas are identified on the maps attached as Exhibits and are not areas identified as "Suitable for

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
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Development". Development is not allowed in these areas without specific approval from both the City and the Town.

This plan supports other Goals and Objectives set forth in the Town's plan not included here.

B. This cooperative plan is consistent with the City's Comprehensive Plan. The City's Comprehensive Plan is attached as Exhibit 6. Goals of the Comprehensive Plan include "work[ing] with neighboring municipalities to encourage an orderly, efficient land use pattern and to protect the natural environment of the area," and to "cooperatively secure long-range growth opportunities for Baraboo which will ensure the economic health of the community and result in a logical, efficient future land use pattern." *Comprehensive Plan*, Chapter IX. C. Objectives. The Comprehensive Plan further "encourages the City to consider entering into a formal intergovernmental agreement covering community development issues of mutual concern with ... the surrounding towns." *Comprehensive Plan*, Chapter IX. D. Intergovernmental Cooperation Recommendations. The Comprehensive Plan projects a moderate growth scenario with "an increase in 5,173 persons over the planning period. ... This would result in 2,220 new households. ... This results in the need for approximately 517 additional acres over the twenty year planning period ...to meet the anticipated demand for residential development." *Comprehensive Plan*, Chapter IV. A. 5. Land Use Projections. This Cooperative Agreement allows the City to meet its need for additional acres for residential development. The Comprehensive Plan has designated the areas subject to this Agreement as suitable for Planned Neighborhood Development, that includes single family, two family and mixed residential, with neighborhood office, neighborhood business, and parks and open space. *Comprehensive Plan*, Map 5a, Planned Land Use – City.

As this Agreement recognizes and designates Conservancy areas, it meets the City's Plan to "preserve environmental corridors and other key features." *Comprehensive Plan*, Chapter III. F. Natural Resources Recommendations. Such Conservancy areas overlap with and will serve to protect areas designated by the Plan as Endangered Species Sections. Wetlands, as distinct from Floodplain, are protected as well within the Conservancy areas, and therefore meet the Plan's goal of "Guid[ing] the location and design of urban development in order to prevent potential adverse impacts on the quality of ground and surface water." *Comprehensive Plan*, Chapter III. F. Natural Resources Recommendations.

This Agreement further supports other goals and objectives set forth in the City's Comprehensive Plan not specifically identified in these paragraphs.

C. The shape of the boundary changes proposed under this agreement are not the result of arbitrariness because the boundaries changes will incorporate territory adjacent to the City and existing development and include blocks of territory. The plan is compatible with the natural terrain, including general topography, major watersheds, soil conditions, major watersheds, the Baraboo River and the Baraboo Bluffs. Such areas are

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SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
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excluded from development and are identified as "Conservancy" and "Floodplain" on the maps attached as Exhibits.

D. The boundary changes reflect due consideration for compactness of area. The agreement between the parties requires substantial development of the area transferred to the City before additional territory is transferred.

E. The Town will provide all services to the parcels that are within the Township. The City will provide all services to the parcels that are within the City. Both parties will continue to provide the same types of services to their respective territory as they did prior to the enactment of this agreement. No additional approvals are needed from any governmental authority. No schedule for delivery of the services is necessary, other than the statement set forth in Section VIII. As set forth in section II, no area will be considered developed for purposes of this agreement unless it is serviced by City water and sewer.

F. The plan is consistent with current state and federal laws, county shoreland zoning ordinances, municipal regulations and administrative rules. Neither the City nor the Town is aware of any federal or state law, county ordinance, municipal regulation or administrative rule that would be violated by the terms of this agreement.

G. While this Agreement is in full force and effect, it shall create binding obligations upon the parties hereto. The City and Town shall prepare, process and receive approval of a Cooperative Plan submitted to the Wisconsin Department of Administration pursuant to §66.0307, Stats. The parties shall promptly, diligently, and in good faith, prepare all necessary documents for submission to the Department of Administration to receive such approval of the Cooperative Plan, and shall share equally in any costs incurred in obtaining the approval of the plan, except that each party shall be responsible for their own legal or consulting costs, the costs associated with their own governmental action, and their own costs relating to the publication of legal notices.

H. In the event the Cooperative Plan is not initially approved, the parties shall take whatever steps are reasonably necessary to achieve approval in a timely manner. In addition, this Agreement shall continue for an indefinite term and may not be terminated unless and until a Cooperative Plan is approved.

I. In the event that the Department of Administration determines that it cannot approve this Cooperative Plan under any set of circumstances, then this Agreement shall be void and both the City and the Town are relieved of any obligation to abide by any of the provisions as set forth herein.

XI. NO THIRD PARTY BENEFICIARY.

This Agreement is intended to be solely between the City and the Town. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced against either the City or the Town.

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
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breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

XV. EXTRATERRITORIAL PLAT REVIEW JURISDICTION.

Nothing in this agreement shall be construed as a waiver of its extraterritorial plat review jurisdiction as set forth in Chapter 236, Wisconsin Statutes. It is specifically agreed and understood that the establishment of a joint committee on extraterritorial zoning shall not act to abrogate the extraterritorial plat review jurisdiction of the City. Further, the Town agrees that any land divisions west of Line Three, over which the Town has jurisdiction, shall be subject to the conditions for approval as set forth in Section VII herein.

XVI. AMENDMENT.

This Agreement may be amended by mutual Agreement approved by the governing bodies of both parties subject to the requirements of law.

XVII. COMPLETE AGREEMENT.

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral; provided, however, that all approvals for matters otherwise subject to this Agreement which were given prior to the date hereof shall remain in full force and effect; provided further, however, that such approvals do not frustrate the material terms of this Agreement.

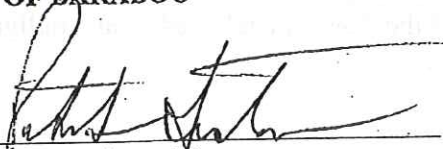
XVIII. PERFORMANCE STANDARD.

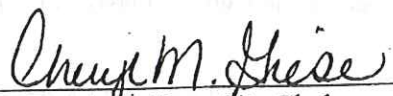
This Agreement requires the parties to act or to refrain from acting on number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing and that each party will promptly and cooperatively perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date opposite their name.

Dated: March 13, 2008.

CITY OF BARABOO


By: Patrick J. Liston, Mayor


By: Cheryl M. Giese, City Clerk


DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

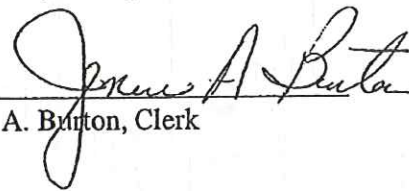
STATE OF WISCONSIN
RECEIVED & FILED

Dated: 3-11-, 2008.

TOWN OF GREENFIELD


Terry Turnquist, Town Chair

Attest:


Jeneane A. Burton, Clerk

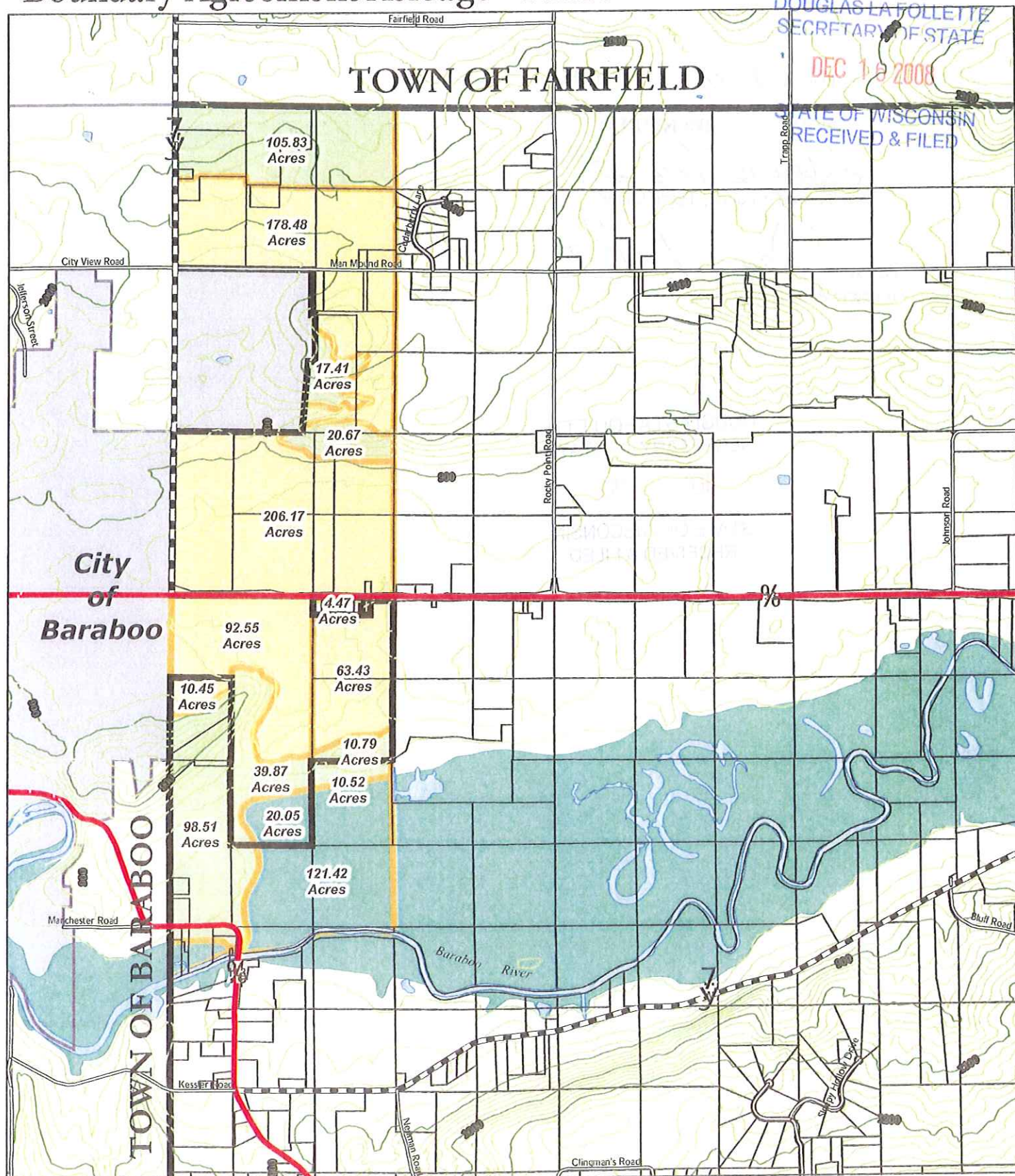
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
RECEIVED & FILED

Boundary Agreement Acreage Phase 1

-03/03/08

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

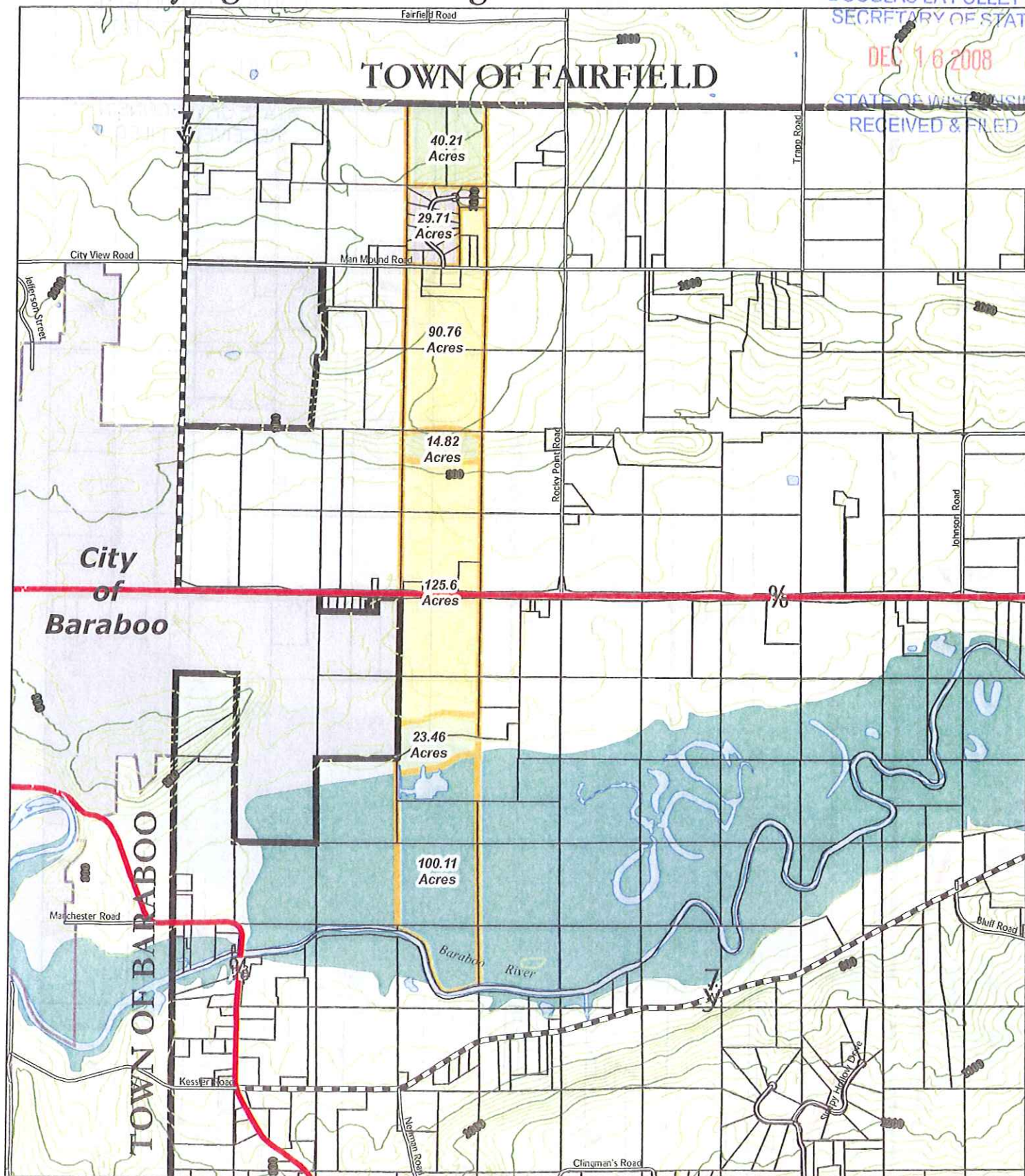
DEC 19 2008

STATE OF WISCONSIN
RECEIVED & FILED

Boundary Agreement Acreage Phase 2

-03/03/08

DOUGLAS LA FOLLETTE
SECRETARY OF STATE
DEC 16 2008
STATE OF WISCONSIN
RECEIVED & FILED



Legend

- Suitable For Development
- Conservancy
- Floodplain
- Currently Developed

- Major Contour Line
- Minor Contour Line
- FEMA 100 Year Floodplain

NOTE:
This map is not approved by FEMA.
To make a floodplain determination, consult an official FEMA map.

0 1,000 2,000 4,000 Feet

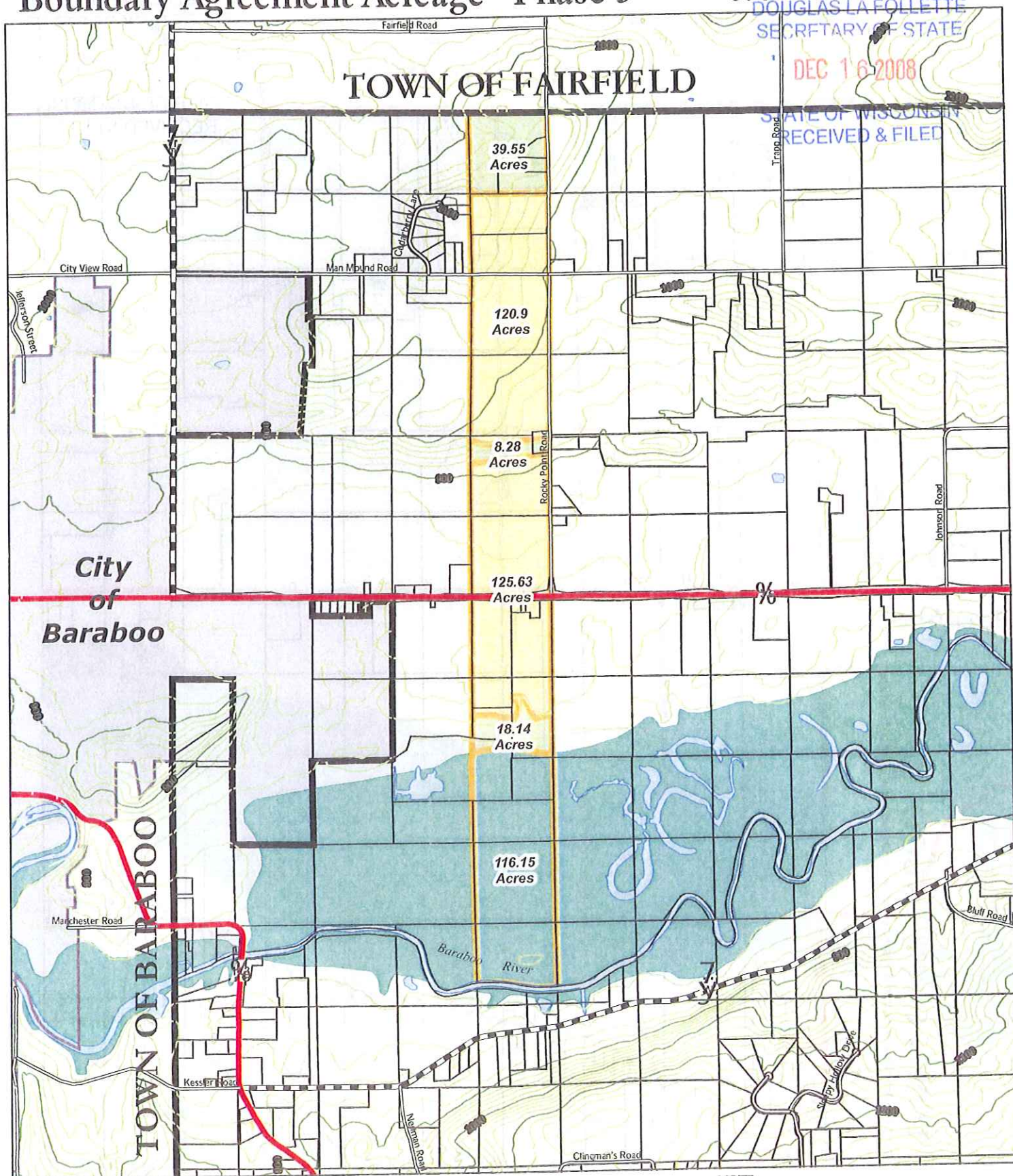
E

Boundary Agreement Acreage Phase 3

-03/03/08

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
RECEIVED & FILED

Legend

Suitable For Development
 Conservancy

Floodplain
 Currently Developed

Major Contour Line

Minor Contour Line

FEMA 100 Year Floodplain

NOTE:

This map is not approved by FEMA.
To make a floodplain determination, consult
an official FEMA map.

0 1,000 2,000 4,000 Feet

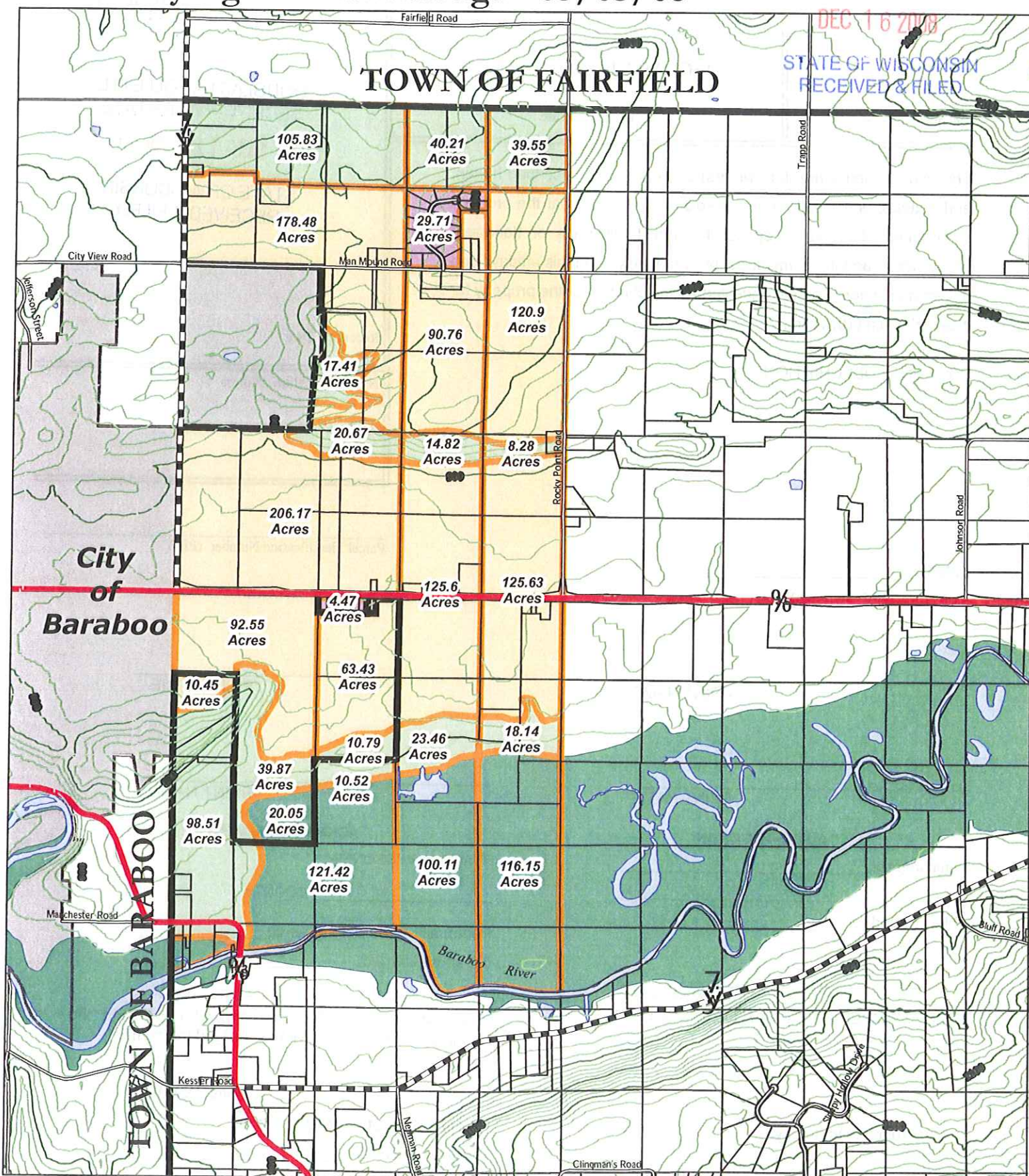
E

Boundary Agreement Acreage -03/03/08

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
RECEIVED & FILED



Legend

- | | |
|--------------------------|---------------------|
| Suitable For Development | Floodplain |
| Conservancy | Currently Developed |

- | |
|--------------------------|
| Major Contour Line |
| Minor Contour Line |
| FEMA 100 Year Floodplain |

NOTE:

This map is not approved by FEMA.
To make a floodplain determination, consult
an official FEMA map.

0 1,000 2,000 4,000 Feet

E

EXHIBIT 4

DECLARATION OF INTENT

Document Number

Document Title

The undersigned is/are the owner(s) of the property described herein, and state(s), under oath, that it is solemnly intended that the property shall remain for use as agricultural, forest, wetlands or floodplain preservation, and that a municipal body may rely upon this affidavit and declaration in denying any requested zoning change for the property for a period of ten (10) years.

PROPERTY DESCRIPTION:

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

DEC 16 2008

STATE OF WISCONSIN
RECEIVED & FILED

Recording Data

Name and Return Address

Parcel Identification Number (PIN)

Dated: _____

Signature(s) of Owner(s):

PRINT NAME_____
PRINT NAME_____
PRINT NAME_____
PRINT NAME

AUTHENTICATION

Signature(s) of _____

authenticated on _____

PRINT NAME

TITLE : MEMBER STATE BAR OF WISCONSIN

This Instrument Drafted by:

ACKNOWLEDGMENT

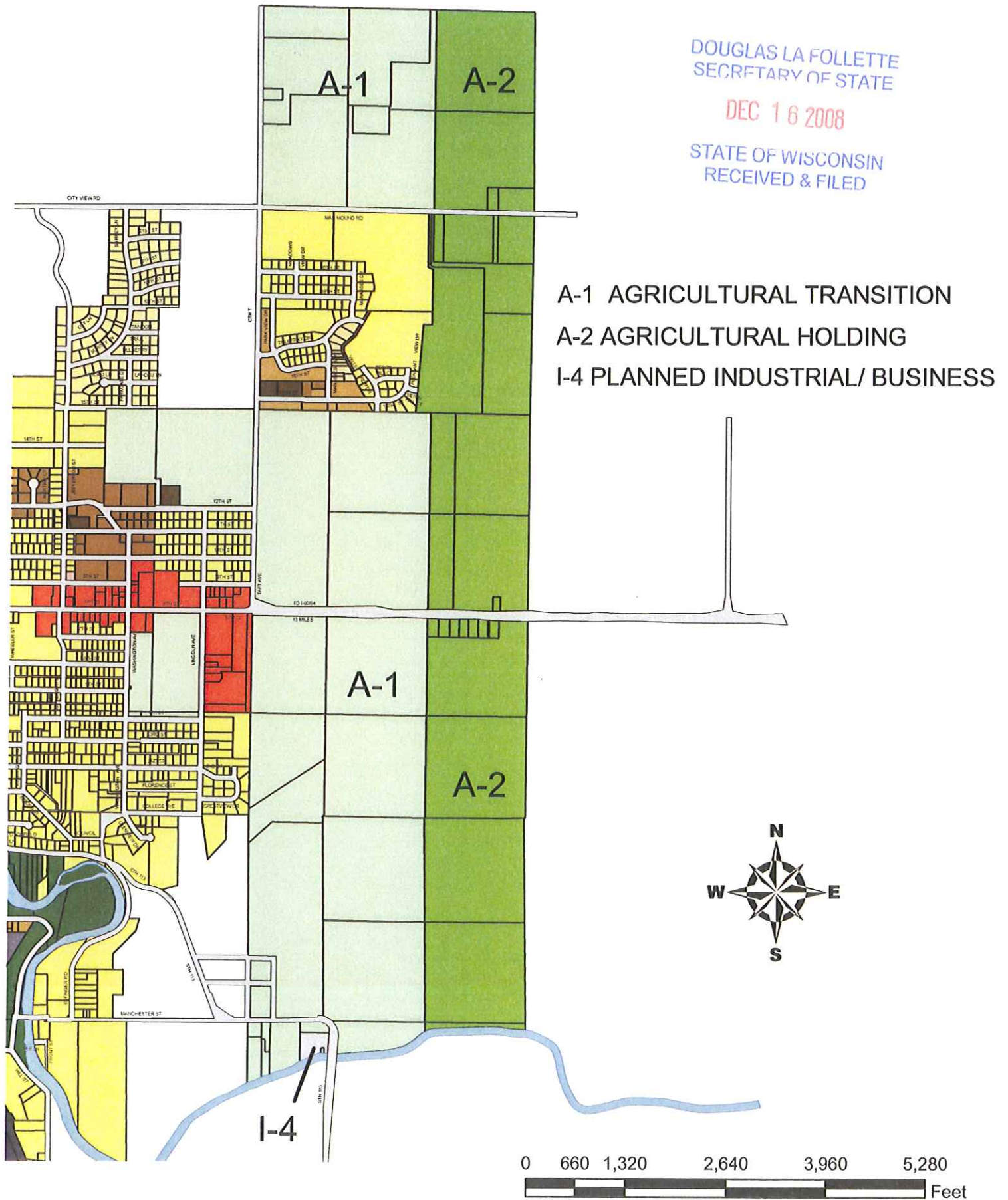
STATE OF WISCONSIN)

_____ COUNTY)

Personally came before me on _____
the above-named _____to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same._____
PRINT NAME

Notary Public, State of Wisconsin

My Commission : _____



000223

DOC# 981038

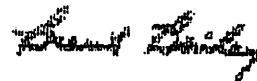
Recorded

Mar. 11, 2009 AT 09:00AM

Document Number

City of Baraboo – Town of Greenfield Boundary Agreement Clarification

Document Title



REGISTRAR'S OFFICE

SAUK COUNTY WI

RECEIVED FOR RECORD

Fee Amount: \$11.00

Recording Data

Name and Return Address

Mark R. Reitz
Baraboo City Attorney
135 4th Street
Baraboo, WI 53913

Parcel Identification Number (PIN)


Patrick J. Liston, Mayor of Baraboo, and Terry Turnquist, Greenfield Town Chairman, do hereby state as follows:

1. The City of Baraboo and the Town of Greenfield entered into a Cooperative Plan and Boundary Agreement adjusting the boundary between the two municipalities.
2. The Cooperative Plan and Boundary Agreement was filed with the Sauk County Register of Deeds and recorded on December 3, 2008, as Document #974883.
3. Pursuant to the Agreement, the "Phase I" boundary adjustment line was defined in paragraph I.A. as "all lands lying west of the east eighth-section line of Section 30, Town 12 North, Range 7 East, and the extension of that line to the south until it intersects with the Baraboo River"
4. It was the intention of the municipalities that the Phase I boundary adjustment line include all lands not already in the City of Baraboo or a part of some other municipality, and is more particularly described as follows:

Those lands lying west of the east line of the west 1/2 of the east 1/2 of Section 30, Town 12 North, Range 7 East, those lands lying west of the east line of the west 1/2 of the east 1/2 of Section 31, Town 12 North, Range 7 East, and those lands lying north of the Baraboo River and west of the east line of the west 1/2 of the east 1/2 of Section 6, Town 11 North, Range 7 East; Excepting there from those lands already in the City of Baraboo and that part of Lot 1 Certified Survey Map #3659 lying in the SW1/4 SE1/4 of Section 31, Town 12 North, Range 7 East.

Dated: March 10, 2009.

CITY OF BARABOO


 Patrick J. Liston, Mayor of Baraboo

TOWN OF GREENFIELD


 Terry Turnquist, Greenfield Town Chairman

AUTHENTICATION

Signature of Patrick J. Liston authenticated on March 10, 2008.


 Mark R. Reitz
 Title: State Bar of Wisconsin

Drafted by:
 Mark R. Reitz
 Baraboo City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN)

COUNTY OF SAUK

Personally came before me this 10th day of March, 2009 the above named Terry Turnquist to me known to be the person who executed the foregoing instrument and acknowledged the same.

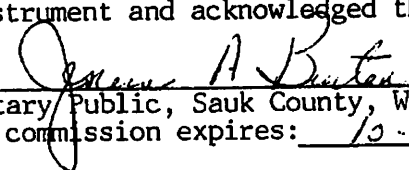

 Notary Public, Sauk County, Wisconsin
 My commission expires: 10-17-10

Exhibit B

RIVER VALLEY LAND SURVEYING

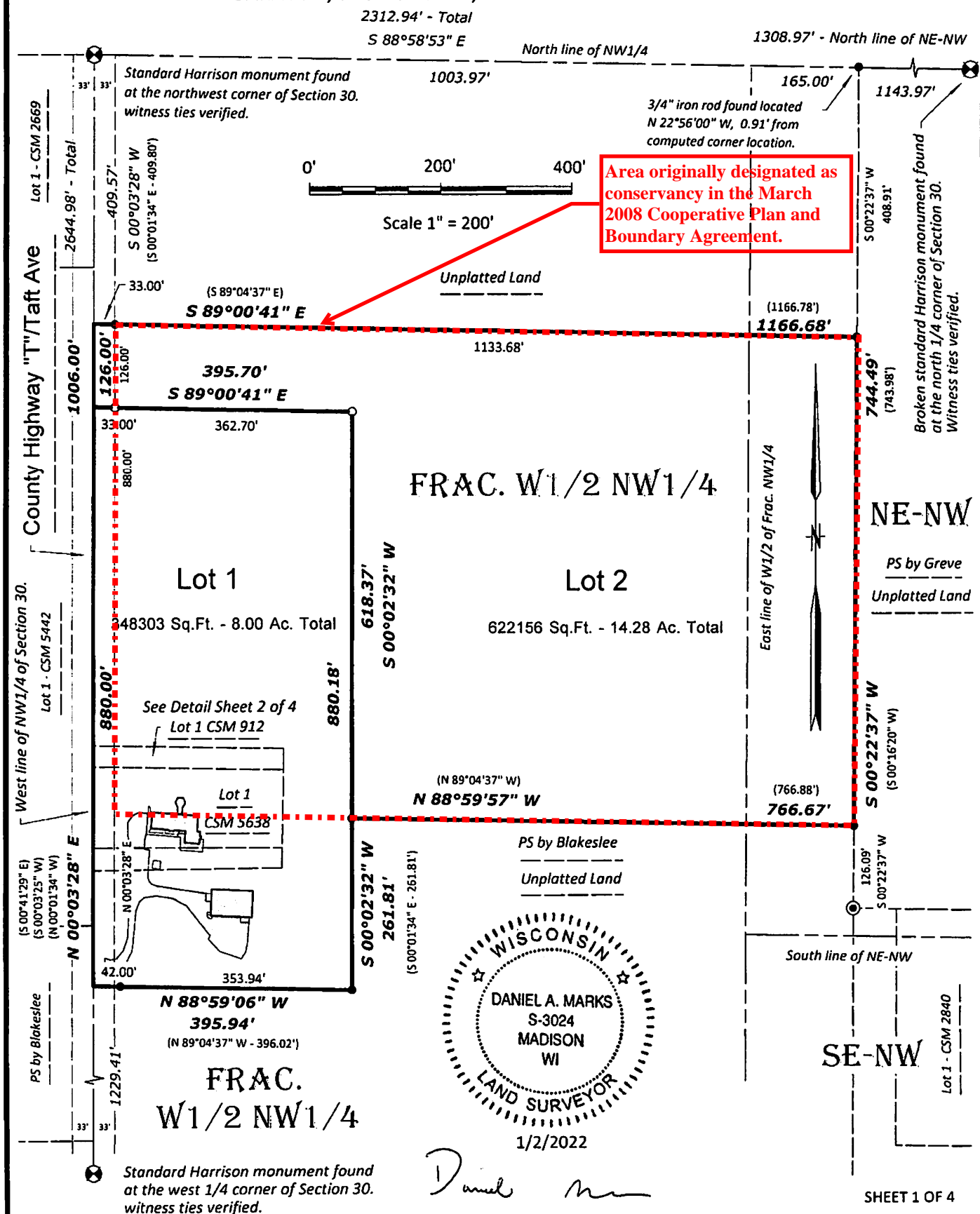
DANIEL MARKS - PHONE (608)643-4391
721 KENNEDY STREET - SAUK CITY - WI - 53583

PREPARED FOR:
Linda Statz
2606 Taft Ave
Baraboo, WI 53913

DOCUMENT #: **1231099**
Recorded: 02-04-2022 at 9:00 AM
BRENT BAILEY
SAUK COUNTY REGISTER OF DEEDS
REGISTRAR'S OFFICE
Sauk Co, WI
RECEIVED FOR RECORD
Fee Amount: \$30.00
: : :

CERTIFIED SURVEY MAP NO. 7113

A PARCEL OF LAND INCLUDING ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 912 AND ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 5638 LOCATED IN THE NE1/4 OF THE NW1/4 AND FRACTIONAL W1/2 OF THE NW1/4 OF SECTION 30, T12N, R7E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



Vol 44

Pg 7113

CERTIFIED SURVEY MAP

PARCEL OF LAND INCLUDING ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 912 AND ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 5638 LOCATED IN THE NE1/4 OF THE NW1/4 AND FRACTIONAL W1/2 OF THE NW1/4 OF SECTION 30, T12N, R7E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Daniel Marks, Professional Land Surveyor, do hereby certify: That I have surveyed, divided, mapped and monumented a parcel of land including all of Lot 1 of Sauk County Certified Survey Map No. 912 and all of Lot 1 of Sauk County Certified Survey Map No. 5638 located in the NE1/4 of the NW1/4, Fractional W1/2 of the NW1/4 of Section 30, T12N, R7E, City of Baraboo, Sauk County, Wisconsin more particularly described as follows:

Commencing at a Standard Harrison monument at the northwest corner of the fractional W1/2 of the NW1/4 of said Section 30; thence S00°03'28"W along the west line of said fractional W1/2 of the NW1/4 and the centerline of County Highway "T"/Taft Avenue, 409.57 ft. (recorded as S00°01'34"E, 409.80 ft.) to the point of beginning; thence S89°00'41"E, 1,166.68 ft. (recorded as S89°04'37"E, 1,166.78 ft.) to a 3/4" solid round iron rod; thence S00°22'37"W, 744.49 ft. (recorded as S00°16'20"W, 743.98 ft.) to a 3/4" solid round iron rod; thence N88°59'57"W, 766.67 ft. (recorded as N89°04'37"W, 766.88 ft.) to a 3/4" solid round iron rod; thence S00°02'32"W (recorded as S00°01'34"E), 261.81 ft. to a 3/4" solid round iron rod; thence N88°59'06"W, 395.94 ft. (recorded as N89°04'37"W, 396.02 ft.) to the west line of the NW1/4 of said Section 30 and the centerline of County Highway "T"/Taft Avenue; thence N00°03'28"E (recorded as N00°01'34"W, S00°03'25"W and S00°41'29"E) along said west line and said centerline, 1,006.00 ft. to the point of beginning.

That I have made such survey and land division under the direction of Linda Statz.

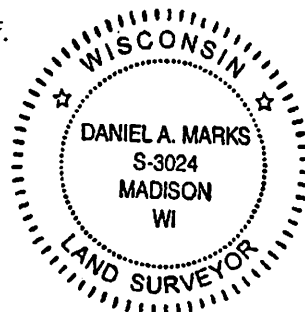
That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, Chapter AE-7 per AE-7.05(8) and all of the provisions of the Village's subdivision and land regulations.

That such map is a correct representation of all of the exterior boundaries of the land surveyed and subdivision thereof made and is accurate and correct to the best of my knowledge and belief.

Dated this 2nd day of January, 2022.

Daniel Marks

Daniel Marks, Professional Land Surveyor S-3024



OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided and mapped as represented. We also certify that this certified survey map is required to be submitted to the following for approval: City of Baraboo

Linda J. Statz

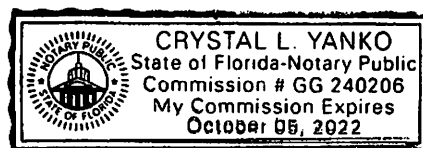
Linda J. Statz

STATE OF FLORIDA)

Personally came before me this 26 day of JANUARY, 2022, the above named Linda J. Statz to me known to be the person who executed the foregoing instrument and acknowledged the same.

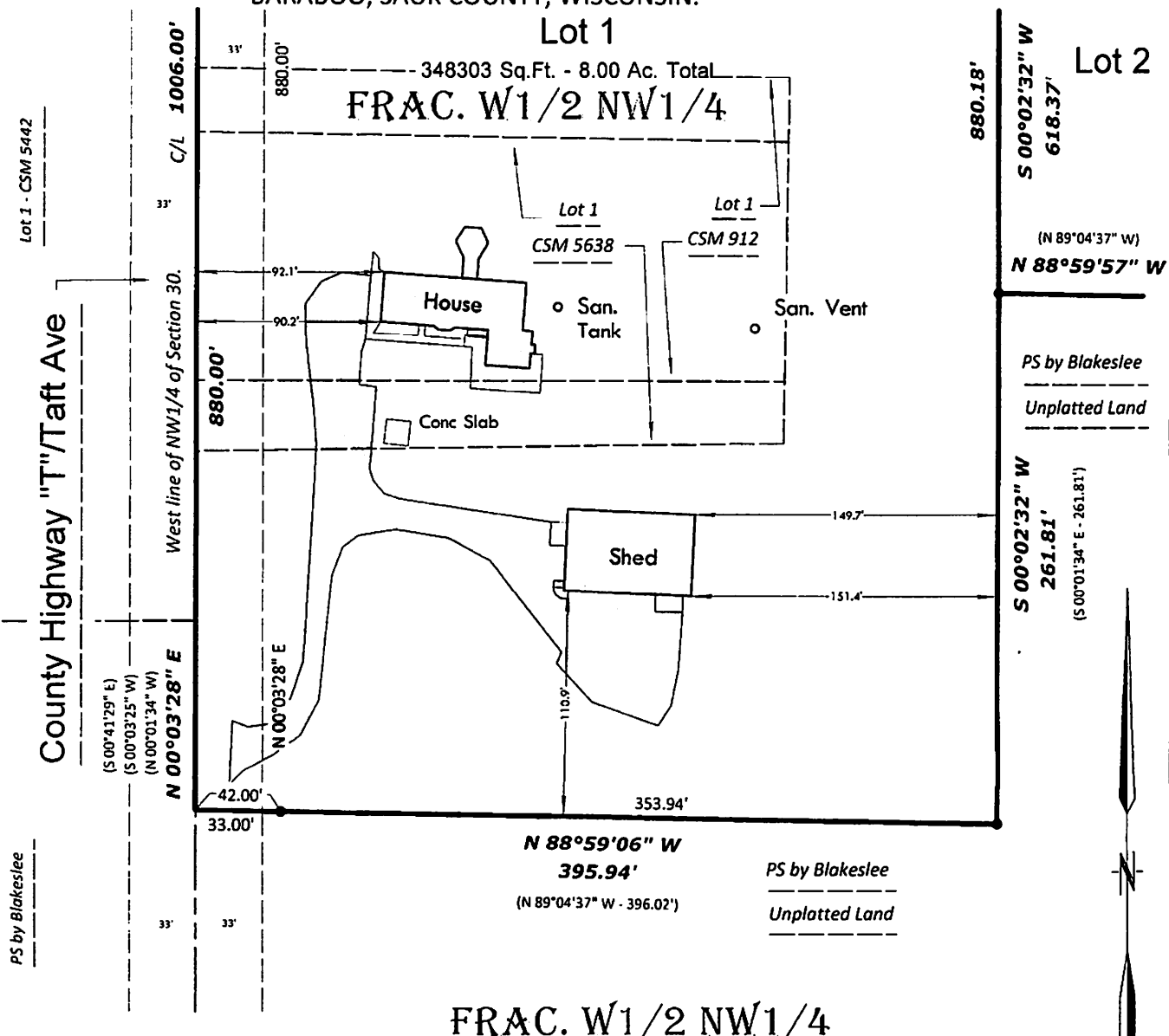
Crystal L. Yanko

Notary Public, State of Wisconsin **FLORIDA**
My commission expires on OCT. 05, 2022



CERTIFIED SURVEY MAP

A PARCEL OF LAND INCLUDING ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 912 AND ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 5638 LOCATED IN THE NE1/4 OF THE NW1/4 AND FRACTIONAL W1/2 OF THE NW1/4 OF SECTION 30, T12N, R7E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



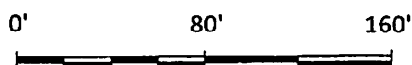
Legend and Notes

- ⊗ Denotes PLSS Monument found.
- Denotes 3/4" x 24" solid round iron rod weighing 1.50 lbs. per lineal foot set.
- Denotes 3/4" solid round iron rod found.
- ⊙ Denotes 1" inside diameter iron pipe found.

- 1.) Bearings are grid based on the Sauk County coordinate system designed by the Wisconsin Department of Transportation NAD 83 (2011). The west line of the NW1/4 of Section 30 bears N 00°03'28" E.
- 2.) Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- 3.) When different, recorded bearings and distances are shown in parentheses.
- 4.) Field work completed 12/29/2021.



1/2/2022



Scale 1" = 80'

Daniel Marks

SHEET 2 OF 4

Vol 44

Pg 7113.A

CERTIFIED SURVEY MAP

PARCEL OF LAND INCLUDING ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 912 AND ALL OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NO. 5638 LOCATED IN THE NE1/4 OF THE NW1/4 AND FRACTIONAL W1/2 OF THE NW1/4 OF SECTION 30, T12N, R7E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

PLAN COMMISSION RESOLUTION

Resolved that this certified survey map, located in the City of Baraboo, Sauk County, Wisconsin, is hereby approved for recording by the Plan Commission.

[Signature]
Mayor

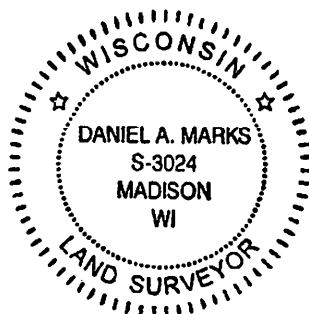
3 February 2022
Date

[Signature]
City Engineer

2-2-2022
Date

I HEREBY certify that the foregoing is a copy of a Resolution adopted by the Plan Commission of the City of Baraboo, Wisconsin, this 3rd day of February, 2022.

[Signature]
City Clerk

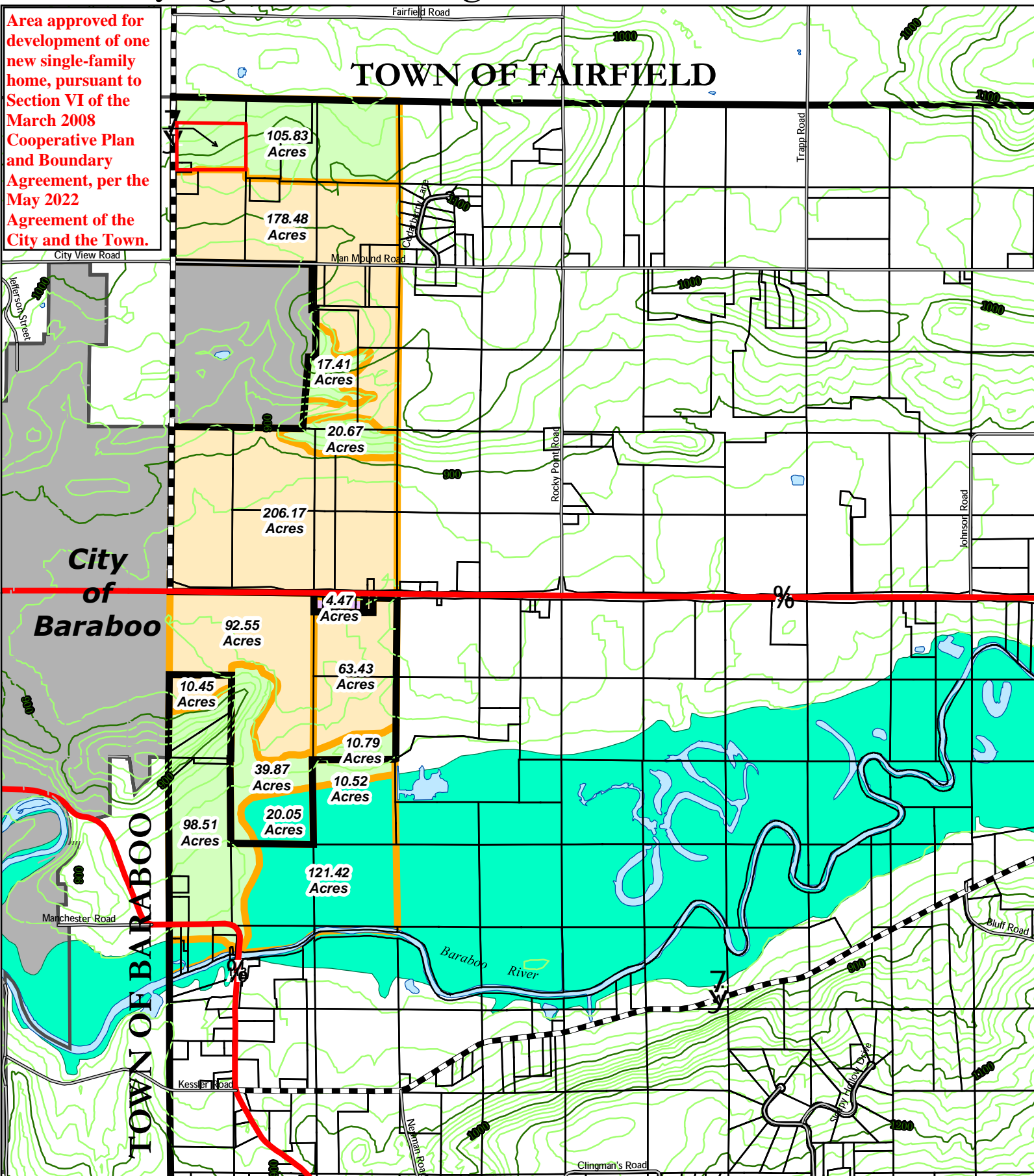


1/2/2022

[Signature]

Exhibit C

Area approved for development of one new single-family home, pursuant to Section VI of the March 2008 Cooperative Plan and Boundary Agreement, per the May 2022 Agreement of the City and the Town.



Legend

- | | | |
|--------------------------|--------------------------|--------------------|
| Suitable For Development | Floodplain | Major Contour Line |
| Conservancy | Currently Developed | Minor Contour Line |
| | FEMA 100 Year Floodplain | |

NOTE:
This map is not approved by FEMA.
To make a floodplain determination, consult an official FEMA map.

0 1,000 2,000 4,000 Feet



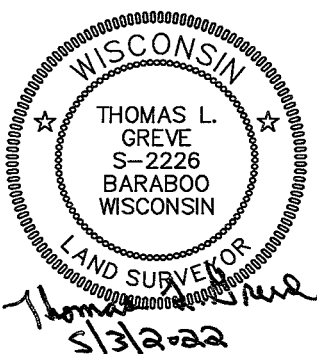
ITEM C

As prepared by:

GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
 PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 644-8877
 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
 (RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:

G & A FILE NO. **422-161**

DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-161

DWG. 422-161

SHEET 1 OF 3

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

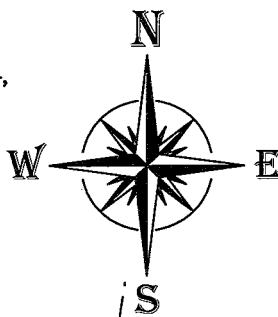
BEING PART OF THE NW1/4 OF THE SW1/4, SECTION 35, T. 12 N, R. 6 E,

CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 28,808 SQ.FT. - 0.66 ACRES

FIELDWORK
COMPLETED ON
5/3/2022**BASIS OF BEARINGS:**

IS THE WEST LINE OF THE SW1/4,
 SECTION 35 WHICH BEARS
 N00°01'29"W AS REFERENCED TO
 GRID NORTH SAUK CO.
 COORDINATE SYSTEM NAD83(97).

SCALE: 1" = 40'

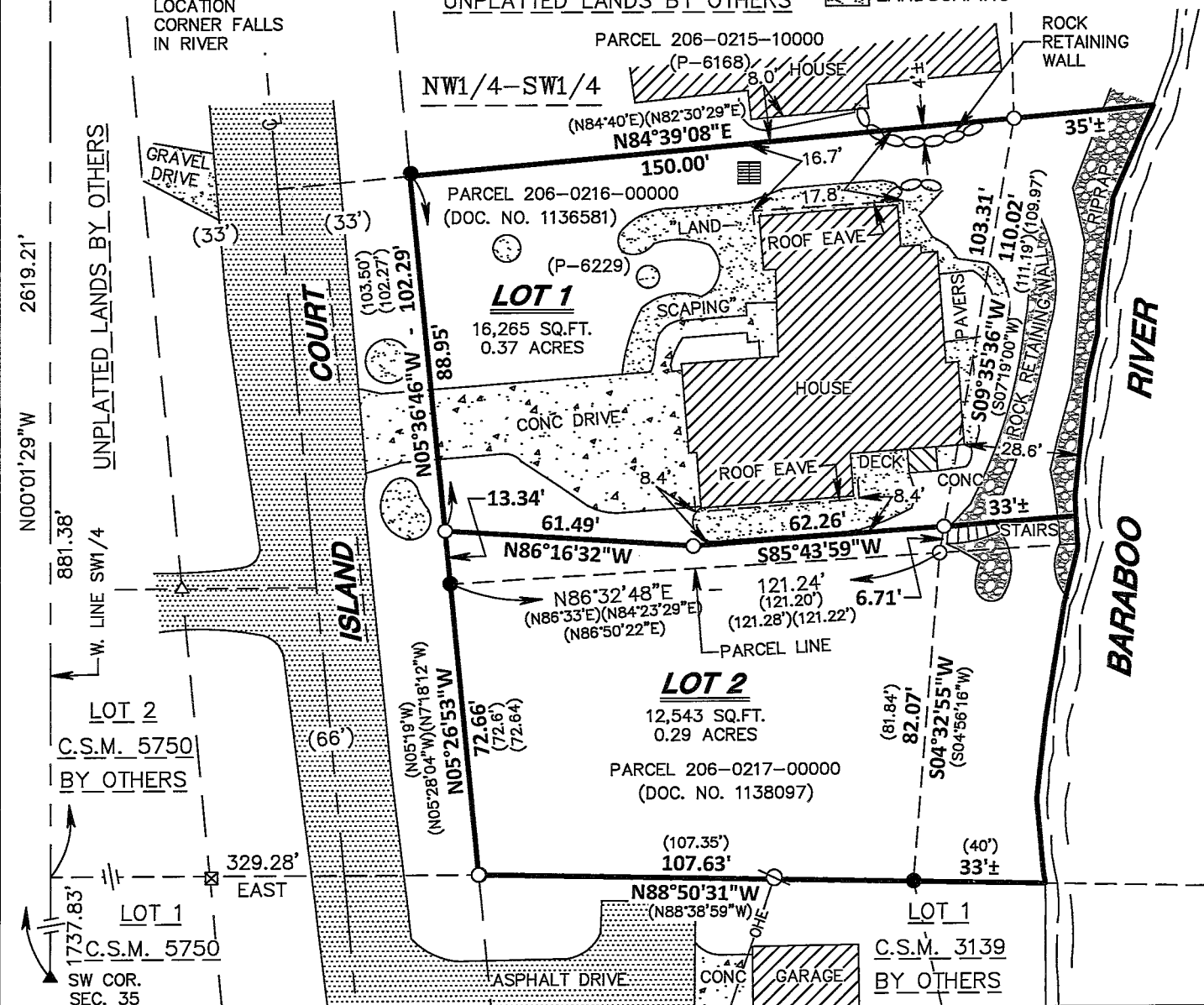
**LEGEND**

- 3/4" X 18" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- 3/4" IRON ROD FND.
- △ 60D NAIL FND.
- ⊠ 1/2" BOLT WITH NUT FND.
- ▲ RAILROAD SPIKE & WITNESSES FND. & VERIFIED
- SLIMLINE HARRISON MON. & WITNESSES FND. & VERIFIED
- ⊗ POWER POLE
- OHE—OVERHEAD UTILITY LINE
- () PREVIOUS SURVEY OR RECORD INFO.
- ▨ LANDSCAPING

MEANDER
CORNER
TO
W1/4
COR.
SEC. 35

W1/4 COR.
SEC. 35
COMPUTED
LOCATION
CORNER FALLS
IN RIVER

UNPLATTED LANDS BY OTHERS



As prepared by:

**GROTHMAN
& ASSOCIATES S.C.**
PROFESSIONAL SERVICES

 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
 PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 644-8877
 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
 (RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 422-161

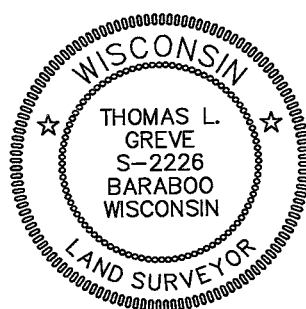

DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-161

DWG. 422-161 SHEET 2 OF 3

SEAL:



SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

**BEING PART OF THE NW1/4 OF THE SW1/4, SECTION 35, T. 12 N, R. 6 E,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 28,808 SQ.FT. - 0.66 ACRES**

SURVEYOR'S CERTIFICATE

I, **THOMAS L. GREVE**, Professional Land Surveyor, do hereby certify that by the order of **Ted C. and Lisa M. Rogers**, I have surveyed, monumented, mapped and divided part of the Northwest Quarter of the Southwest Quarter of Section 35, Town 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 35;
 thence North 00°01'29" West along the West line of the Southwest Quarter of Section 35, 1,737.83 feet;
 thence East, 329.28 feet to a point in the East right-of-way line of Island Court, the Southwest corner of lands described and recorded in Document No. 1138097 and the point of beginning;
 thence North 05°26'53" West along the East right-of-way line of Island Court and the West line of lands described and recorded in Document No. 1138097, 72.66 feet to the Northwest corner thereof;
 thence North 05°36'46" West along the East right-of-way line of Island Court and the West line of lands described and recorded in Document No. 1136581, 102.29 feet to the Northwest corner thereof;
 thence North 84°39'08" East along the North line of lands described and recorded in Document No. 1136581, 150.00 feet to a point which bears South 84°39'08" West, 35 feet more or less from the water's edge of the Baraboo River and the beginning of a meander line along said river;
 thence South 09°35'36" West along said meander line, 110.02 feet to a point in the South line of lands described and recorded in Document No. 1136581;
 thence South 04°32'55" West along said meander line, 82.07 feet to a point in the South line of lands described and recorded in Document No. 1138097, said point bearing North 88°50'31" West, 33 feet more or less from the water's edge of the Baraboo River and the end of this meander line along said river;
 thence North 88°50'31" West along the South line of lands described and recorded in Document No. 1138097 and the North line of Lot 1, Certified Survey Map, No. 3139, 107.63 feet to the point of beginning.
 Containing 28,809 square feet, (0.68 acres), more or less. Intending to include all lands lying between the meander line herein described and the water's edge of the Baraboo River lying between true Easterly extensions of the Northerly and Southerly lines herein described. Being subject to servitudes and easements of use or record if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I fully complied with the Provisions of AE7 Wisconsin Administrative Code, Chapter 236.34 of the Wisconsin State Statutes and the City of Baraboo Subdivision Ordinance to the best of my knowledge and belief.

THOMAS L. GREVE

Professional Land Surveyor, No. 2226

Dated: May 3, 2022

File No.: 422-161

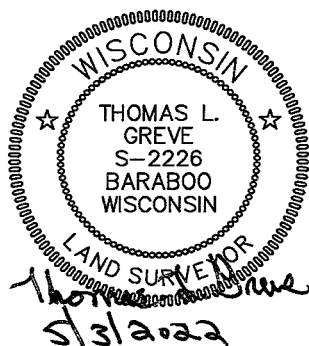
CLIENT/OWNER: TED C. & LISA M. ROGERS
 726 ISLAND COURT
 BARABOO, WI 53913

As prepared by:

**GA GROTHMAN
& ASSOCIATES S.C.**
PROFESSIONAL SERVICES

 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
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 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
 (RED LOGO REPRESENTS THE ORIGINAL MAP)
G & A FILE NO. 422-161DRAFTED BY: T. KASPERCHECKED BY: TGPROJ. 422-161DWG. 422-161 SHEET 3 OF 3

SEAL:



SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

**BEING PART OF THE NW1/4 OF THE SW1/4, SECTION 35, T. 12 N, R. 6 E,
CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 28,808 SQ.FT. — 0.66 ACRES**

PLAN COMMISSION RESOLUTION

RESOLVED that this Certified Survey Map in the **City of Baraboo**, Sauk County, Wisconsin is hereby approved by the Plan Commission.

Mayor_____
Date_____
City Engineer_____
Date

I **HEREBY** certify that the foregoing is a copy of a Resolution adopted by the Plan Commission of the **City of Baraboo**, Wisconsin, this _____ day of _____, 20____.

City Clerk_____
Date

CLIENT/OWNER: TED C. & LISA M. ROGERS
 726 ISLAND COURT
 BARABOO, WI 53913

As prepared by:

G

A

GROTHMAN

& ASSOCIATES S.C.

PROFESSIONAL SERVICES

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(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 422-153

DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-153

DWG. 422-153

SHEET 1 OF 4

SEAL:

WISCONSIN

SCOTT P. HEWITT

S-2229

PORTAGE WISCONSIN

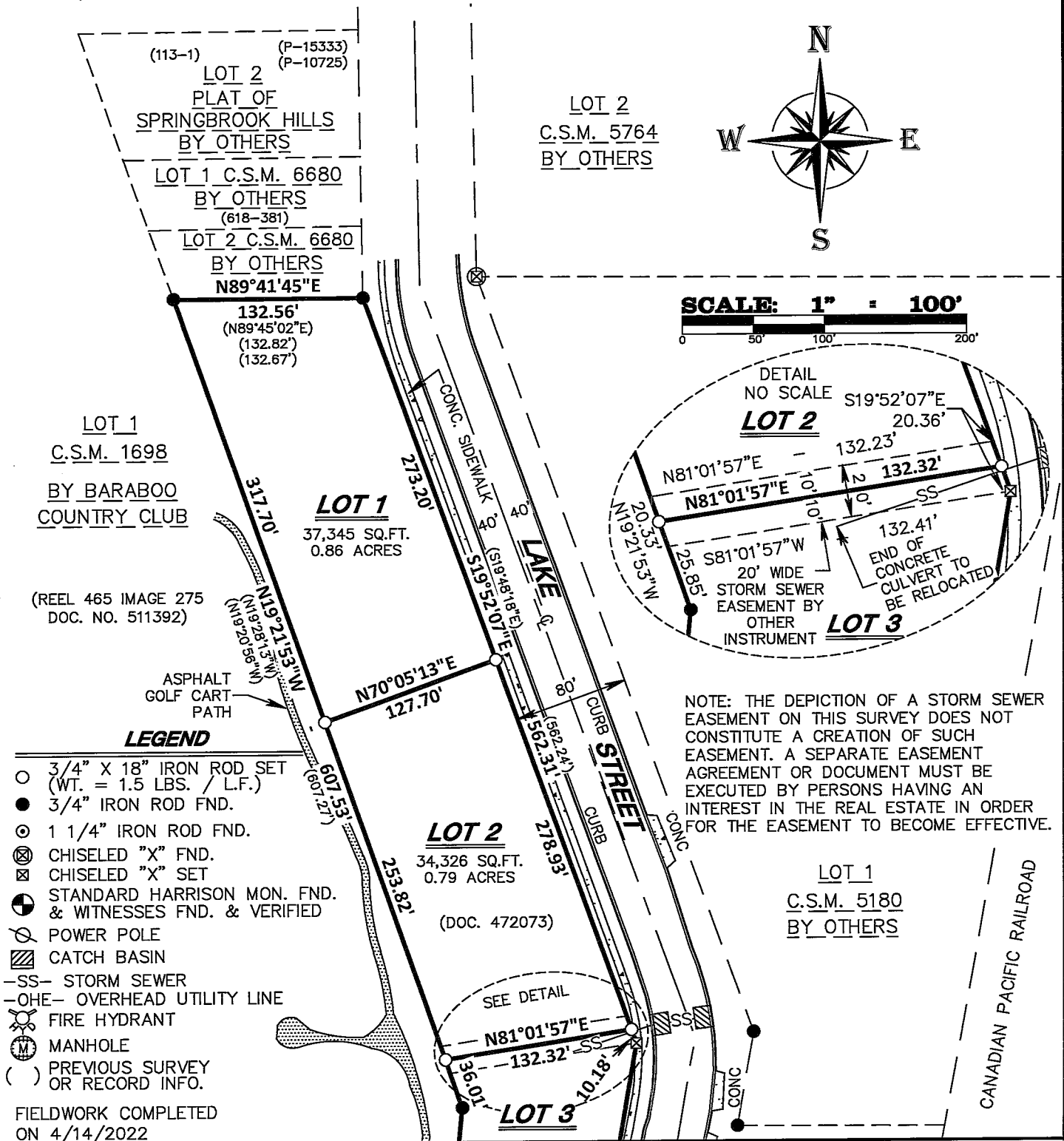
LAND SURVEYOR

5-04-22

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____
GENERAL LOCATION

Volume _____, Page _____

BEING PART OF LOT 1, C.S.M. NO. 1698 AS RECORDED IN VOL 7 OF C.S.M.S, PAGE 1698, 1698A, 1698B AND 1698C AS DOCUMENT NO. 485504, LOCATED IN THE SE1/4 OF THE NW1/4, SECTION 12, T. 11 N., R. 6 E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 124,235 SQ.FT. - 2.85 ACRES



CLIENT/OWNER: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

As prepared by:

**GA GROTHMAN
& ASSOCIATES S.C.
PROFESSIONAL SERVICES**

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 844-8877
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G & A FILE NO. 422-153

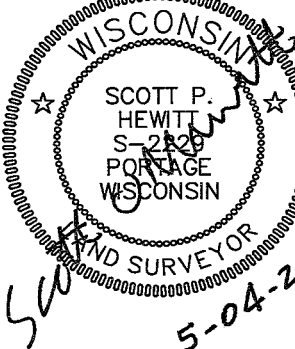
DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-153

DWG. 422-153 SHEET 2 OF 4

SEAL:

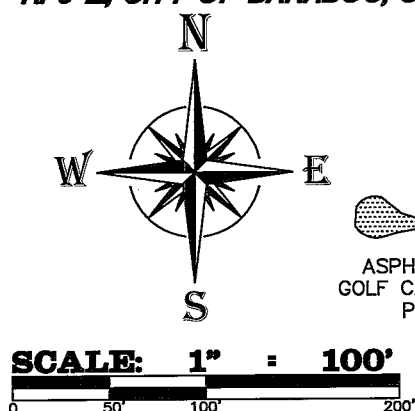
**SAUK COUNTY CERTIFIED SURVEY MAP NO.**

GENERAL LOCATION

Volume _____, Page _____

BEING PART OF LOT 1, C.S.M. NO. 1698 AS RECORDED IN VOL 7 OF C.S.M.S, PAGE 1698, 1698A, 1698B AND 1698C AS DOCUMENT NO. 485504, LOCATED IN THE SE1/4 OF THE NW1/4, SECTION 12, T. 11 N, R. 6 E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 124,235 SQ.FT. - 2.85 ACRES.

CONTAINING 124,235 SQ.FT. – 2.85 ACRES



SE1/4-NW1/4

LOT 1
C.S.M. 1698
BY BARABOO COUNTRY CLUB

(REEL 465 IMAGE 275
DOC. NO. 511392)

20' SANITARY SEWER EASEMENT
(REEL 465 IMAGE 275
DOC. NO. 511392)

W1/4 COR.
SEC. 12

GALL

1
PLAT OF

LOT 2
34,326 SQ.FT.
0.79 ACRES

LOT 3
4,584 SQ.FT.
0.79 ACRES

LOT 4
7,980 SQ.FT.
0.41 ACRES

LOT 1
C.S.M. 5180
BY OTHERS

LOT 1
C.S.M. 5394
BY OTHERS

CITY OF BARABOO

TOWN OF BARABOO

GLACIER'S VIEW

CLIENT/OWNER: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

As prepared by:

**GROTHMAN
& ASSOCIATES S.C.
PROFESSIONAL SERVICES**

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G & A FILE NO. 422-153

DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-153

DWG. 422-153 SHEET 3 OF 4

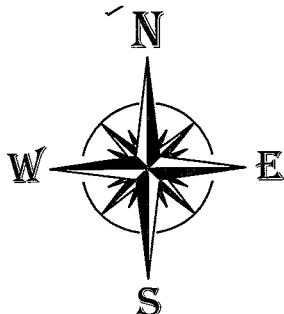
SFAI :

**SAUK COUNTY CERTIFIED SURVEY MAP NO.**

GENERAL LOCATION

Volume , Page

BEING PART OF LOT 1, C.S.M. NO. 1698 AS RECORDED IN VOL 7 OF C.S.M.S PAGE 1698, 1698A, 1698B AND 1698C AS DOCUMENT NO. 485504, LOCATED IN THE SE1/4 OF THE NW1/4, SECTION 12, T. 11 N, R. 6 E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 124,235 SQ.FT. - 2.85 ACRES



SCALE: 1" = 50'

BASIS OF BEARINGS:

IS THE SOUTH LINE OF THE NW1,
SECTION 12 WHICH BEARS
N89°53'51"E AS REFERENCED TO
GRID NORTH SAUK CO.
COORDINATE SYSTEM NAD83(97).

LOT 1
C.S.M. 1698

BY BARABOO COUNTRY CLUB

(REEL 465 IMAGE 275
DOC. NO. 511392)

20' SANITARY
SEWER EASEMENT
(REEL 465 IMAGE 275
DOC. NO. 511392)

N05°04'22"E
29.23'

1897.71'

(S89°48'40"W)

GALL

N89°53'51"E
(S89°54'20"W)
(S89°48'40"W)

2630.46'

ROAD

—S. LINE NW1/4

33'

CLIENT/OWNER: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

C1	
DELTA	= 33°45'47"
ARC	= 102.89
RAD	= 174.61
BEARING	= S20°25'06"W (S20°26'36"W)
DIST	= 101.41

As prepared by:

G GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
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(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 422-153



DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-153

DWG. 422-153 SHEET 4 OF 4

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____
GENERAL LOCATION

Volume _____, Page _____

BEING PART OF LOT 1, C.S.M. NO. 1698 AS RECORDED IN VOL 7 OF C.S.M.S PAGE 1698, 1698A, 1698B AND 1698C AS DOCUMENT NO. 485504, LOCATED IN THE SE1/4 OF THE NW1/4, SECTION 12, T. 11 N, R. 6 E, CITY OF BARABOO, SAUK COUNTY, WISCONSIN. CONTAINING 124,235 SQ.FT. – 2.85 ACRES

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Professional Land Surveyor, do hereby certify that by the order of the **City of Baraboo**, I have surveyed, monumented, mapped and divided part of Lot 1, Certified Survey Map, No. 1698 as recorded in Volume 7 of Certified Survey Maps, pages 1698, 1698A, 1698B and 1698C as Document No. 485504 located in the Southeast Quarter of the Northwest Quarter of Section 12, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

Commencing at the West Quarter corner of Section 12;
thence North 89°53'51" East along the South line of the Northwest Quarter of Section 12, 1,897.71 feet;
thence North 05°04'22" East along the East line of lands described and recorded in Reel 465, Image 275, 29.23 feet to the North right-of-way line of Gall Road and the point of beginning;
thence continuing North 05°04'22" East along the East line of lands described and recorded in Reel 465, Image 275, 343.15 feet;
thence South 84°54'09" East along the East line of lands described and recorded in Reel 465, Image 275, 30.00 feet;
thence North 05°05'51" East along the East line of lands described and recorded in Reel 465, Image 275, 180.00 feet;
thence North 19°21'53" West along the East line of lands described and recorded in Reel 465, Image 275, 607.53 feet to the Southwest corner of Lot 2, Certified Survey Map, No. 6680;
thence North 89°41'45" East along the South line of Lot 2, Certified Survey Map, No. 6680, 132.56 feet to the Southeast corner thereof and being in the West right-of-way line of Lake Street;
thence South 19°52'07" East along the West right-of-way line of Lake Street, 562.31 feet;
thence South 09°24'03" West along the West right-of-way line of Lake Street, 236.37 feet;
thence South 15°25'48" West along the West right-of-way line of Lake Street, 157.56 feet;
thence South 37°17'59" West along the West right-of-way line of Lake Street, 104.20 feet;
thence Southwesterly along a 174.61 foot radius curve to the left in the West right-of-way line of Lake Street having a central angle of 33°45'47" and whose long chord bears South 20°25'06" West, 101.41 feet to a point in the North right-of-way line of Gall Road;
thence South 88°40'52" West along the North right-of-way line of Gall Road, 19.39 feet to the point of beginning.
Containing 124,235 square feet (2.85 acres), more or less. Being subject to servitudes and easements of record, if any.

I **DO FURTHER CERTIFY** that this is a true and correct representation of the boundaries of the land surveyed and that I fully complied with the Provisions of AE7 Wisconsin Administrative Code, Chapter 236.34 of the Wisconsin State Statutes and the City of Baraboo Subdivision Ordinance to the best of my knowledge and belief.

Scott P. Hewitt

SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: May 4, 2022
File No.: 422-153

PLAN COMMISSION RESOLUTION

RESOLVED that this Certified Survey Map in the **City of Baraboo**, Sauk County, Wisconsin is hereby approved by the Plan Commission.

Mayor

Date

City Engineer

Date

I **HEREBY** certify that the foregoing is a copy of a Resolution adopted by the Plan Commission of the **City of Baraboo**, Wisconsin, this _____ day of _____, 20_____.

City Clerk

Date

CLIENT/OWNER: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

ITEM E

As prepared by:

GAGROTHMAN

& ASSOCIATES S.C.

PROFESSIONAL SERVICES

825 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901

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(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 422-153



DRAFTED BY: T. KASPER

CHECKED BY: TG

PROJ. 422-153

DWG. 422-153

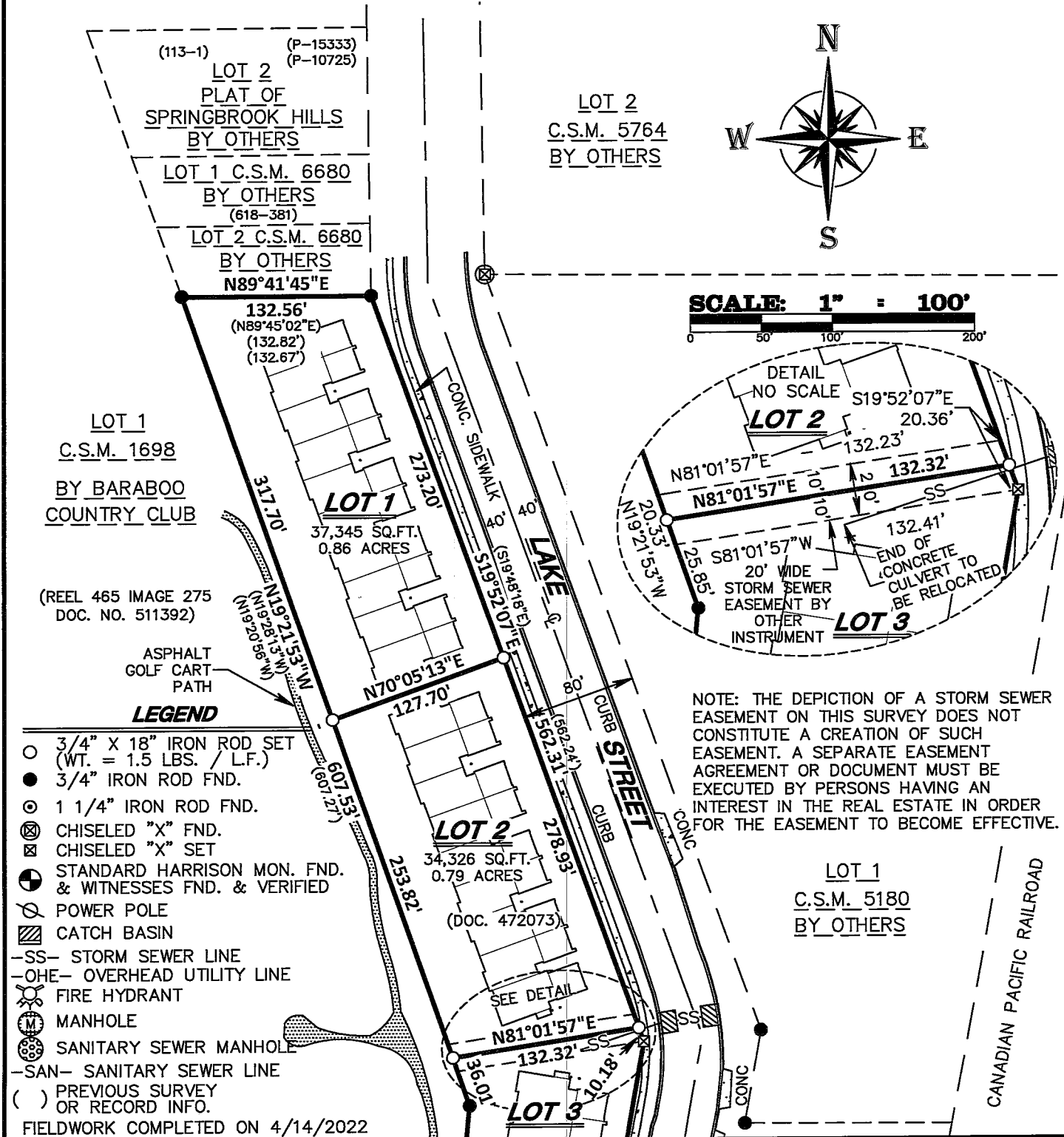
SHEET 1 OF 4



SAUK COUNTY CERTIFIED SURVEY MAP NO. _____
GENERAL LOCATION

Volume _____, Page _____

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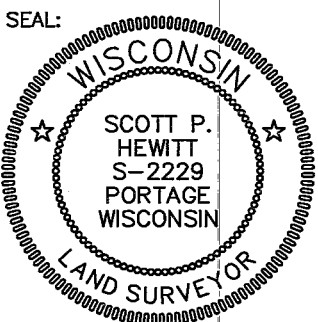
CLIENT/OWNER: CITY OF BARABOO
101 SOUTH BOULEVARD
BARABOO, WI 53913

As prepared by:

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SEAL:

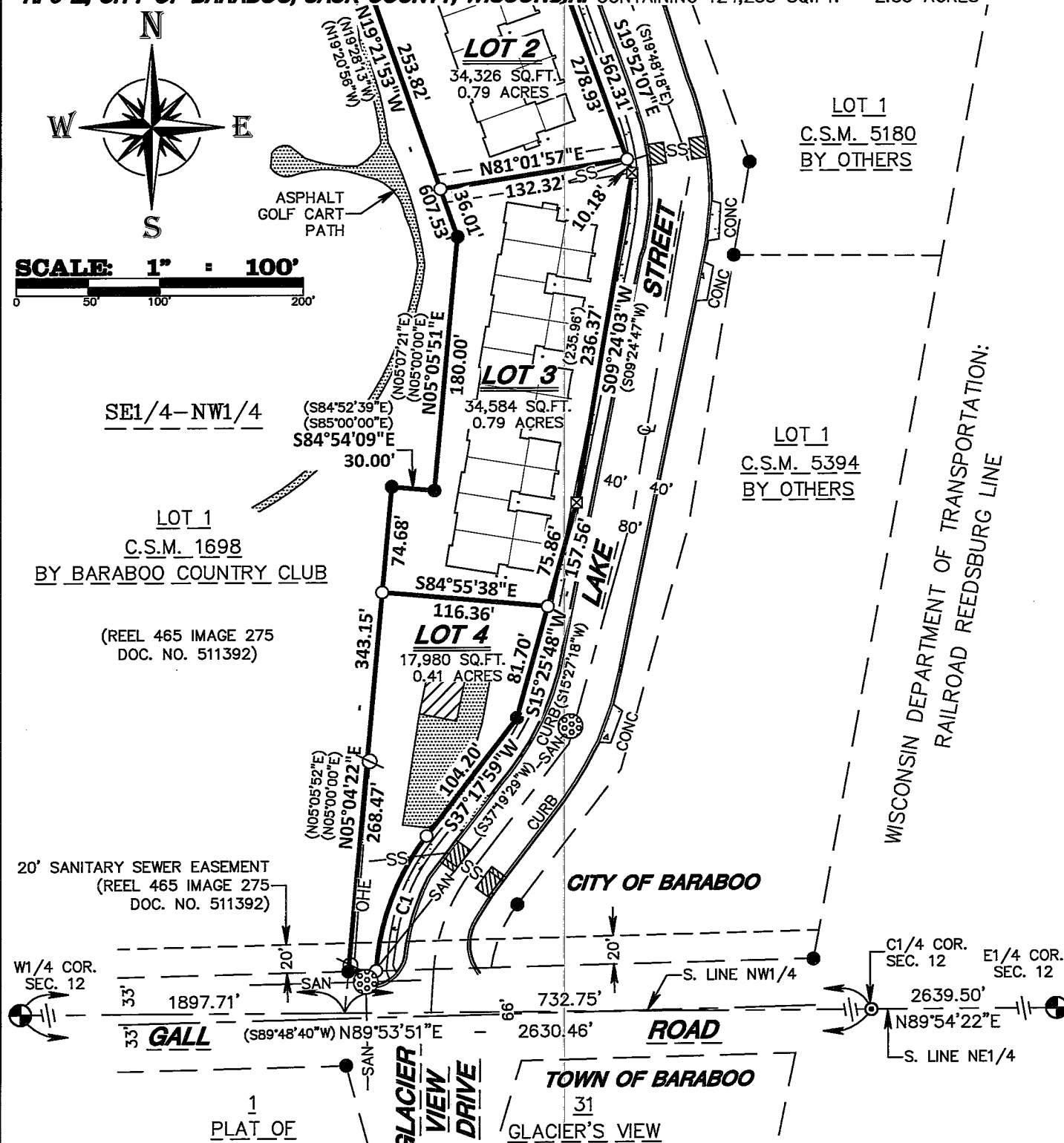


SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

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CLIENT/OWNER: CITY OF BARABOO
 101 SOUTH BOULEVARD
 BARABOO, WI 53913